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## **6. Viruses**

Because of the marked increase in the fabrication and proliferation of computer viruses affecting the Internet, we want to warn you about infections or viral contamination on your system. It is your responsibility to scan any and all downloaded materials received from the Internet. We are not responsible or liable for any damage caused by such hazards.

## **7. Indemnification and Force Majeure**

Neither Medical Imaging Consultants, P.C. nor any independent provider/transmitter of information shall be liable in any way, and you agree to indemnify and hold harmless Medical Imaging Consultants, P.C. and its subsidiaries, other affiliated companies, the independent providers/transmitters and all employees, contractors, officers, and directors thereof (the "Indemnitees") for (1) any inaccuracy, error, or delay in, or omission of (a) any information, or (b) the transmission or delivery of information; (2) any loss or damage arising from or occasioned by (a) your use or misuse of this Website as well as any such inaccuracy, error, delay, or omission, or (b) any non-performance, or interruption of information due either to any negligent act or omission by the Indemnitees or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of the Indemnitees.

## **8. Severability and Integration**

Unless otherwise specified herein, these Terms of Use constitutes the entire agreement between you and Medical Imaging Consultants, P.C. with respect to this Website and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and Medical Imaging Consultants, P.C. with respect to this Website. 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.

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We respect the intellectual property rights of others, and require that the people who use the Website, or the services or features made available on or through this Website, do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to your Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

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- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

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E-mail: [info@radiologyconsultants.com](mailto:info@radiologyconsultants.com)

## **10. Termination**

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## **11. International Use**

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## **14. Site Terms and Conditions Modifications**

Medical Imaging Consultants, P.C. may revise these terms of use for its Website at any time without notice. By using this Website you are agreeing to be bound by the then current version of these Terms of Use.

## **15. Choice of Law and Forum**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Nebraska, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this Website shall be filed only in the state or federal courts located

in the State of Nebraska, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

**16. Medical Advice Disclaimer**

You are responsible for evaluating specific health care providers, treatments, information, content, products, and services that may be available through the Website. WE DO NOT MAKE ANY GUARANTEE ABOUT THE RELATIONSHIP BETWEEN YOU AND ANY HEALTH CARE PROVIDER, OR WHETHER ANY INFORMATION, MATERIALS, OR SERVICES YOU FIND ON THE WEBSITE WILL HELP YOU ACHIEVE THE RESULT(S) YOU WANT.

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## **Privacy Policy**

Your privacy is very important to us. Accordingly, we have developed this Privacy Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our Privacy Policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

## **Information We Collect**

On some pages you can submit personal information including:

Name  
E-mail Address  
Cell Phone Number

In addition, certain details about your computer's operating system, web browser and network may be collected. Also, aggregate data about what pages visitors access on the Website and the source of visits may be collected as well.

## **The Way We Use Information**

Information collected through the [insert title of collection method, if applicable] form is gathered for the purpose of [insert reason for collection].

We may rely on third party service providers to perform a variety of services on our behalf, and we may disclose your personal information to such service providers, such as email and texting providers, technical support providers, and research and analytics providers. However, we do not authorize these third parties' to use your data for purposes other than for which it has been provided, and do not authorize these third parties to disclose that information to unauthorized parties or use that information for their direct marketing purposes.

We may share aggregated, statistical or anonymous information that does not identify you with third parties. For example, we may disclose the number of visitors to the Website or to specific pages within the Website.

We do not sell online information that is collected from our visitors. We may share your personally identifiable information if required or permitted to do so for any or all of the following reasons: (i) to comply with a subpoena, legal process, government request or any other legal obligation, (ii) to prevent, investigate, detect, or prosecute criminal offenses or attacks on the technical integrity of the websites or our network, and/or (iii) to protect the rights, privacy, property, business, or safety of Medical Imaging Consultants, P.C., its partners and employees, the visitors of this website, or the public.

### **Children's Privacy**

The Website is not directed to children under 13. We do not knowingly collect personally identifiable information from children under 13. If a parent or legal guardian becomes aware that his or her child has provided us with personally identifiable information without their consent, he or she may contact us at any time (at [info@radiologyconsultants.com](mailto:info@radiologyconsultants.com)) to review what has been collected or to request the deletion of any information collected. The child's parent or legal guardian may also direct us to stop any and all collection or use of the information.

The Website may link to other websites that target or solicit information from children. These websites may collect personal information from children and are not governed by this Privacy Policy, but they may have their own privacy policies that more fully explain how they respect and protect the privacy of children while providing them information, goods, or services. We encourage you to review the privacy policy of every website that you visit. For more information on protecting children's privacy online, please visit the Federal Trade Commission's [site](#).

### **Opt Out Option and Correcting Your Information**

You may opt out of receiving emails from Medical Imaging Consultants, P.C. by following the instructions in those emails. Please allow ample time for us to process your request.

You may also request changes to your contact preferences and the personal information by emailing us at [info@radiologyconsultants.com](mailto:info@radiologyconsultants.com).

## **Changes to the Privacy Policy**

Our online Privacy Policy may change from time to time. If we make any substantive changes to this policy, we will post notice of changes on this page.

## **Contact**

Should you have any questions or concerns about this Privacy Policy or our practices, or if at any point you would like to be removed from our database, please contact us at [info@radiologyconsultatns.com](mailto:info@radiologyconsultatns.com).

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