

Three Rivers Cardiac Institute's Terms and Conditions of Use

Terms and Conditions of Use

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7. Use the Three Rivers Cardiac Institute Site in a manner contrary to any applicable law.

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The information on Three Rivers Cardiac Institute's sites is specifically not intended to be used by minors under the age of 13. Three Rivers Cardiac Institute encourages parents to discuss the value of healthcare information with their children. If Three Rivers Cardiac Institute learns information about a specific minor, Three Rivers Cardiac Institute will not share that information with anyone. The Three Rivers Cardiac Institute Site is not intended to attract children under the age of 13. We do not collect personal information from any person we know is under the age of 13. Because Three Rivers Cardiac Institute does not have the ability to learn the age of a visitor, we are unable to restrict access to information that may be unsettling to some minors. Parents and guardians are solely responsible for providing supervision of minors' use of the Three Rivers Cardiac Institute Site. If parents or guardians have questions about our site, our privacy policy or our Terms and Conditions of Use, they are encouraged to ask us.

You Should Not Substitute Information on the Three Rivers Cardiac Institute Site for Professional Advice

The information, communications, and materials available on the Three Rivers Cardiac Institute Site (including sites operated by our business partners) are provided to you solely for educational or research purposes. Information, communications and materials available on the Three Rivers Cardiac Institute Site is not and should not be considered professional health care advice. You should not assume that information on a particular topic is complete. While the content provided through the Three Rivers Cardiac Institute Site is updated frequently, health care information changes rapidly and consequently some information on the Three Rivers Cardiac Institute Site may be slightly out of date or, in the case of certain content sources, historic in nature. You therefore should not substitute information contained on the Three Rivers Cardiac Institute Site for consultation with qualified health care professionals; nor should you rely solely on information contained on the Three Rivers Cardiac Institute Site in rendering a diagnosis or considering a course of treatment.

Three Rivers Cardiac Institute Is Not Engaged in the Practice of Medicine

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You agree that Three Rivers Cardiac Institute may share with other parties aggregate information gathered during your use of the Three Rivers Cardiac Institute Site or the Internet. These third parties may include our information partners, or the companies, organizations and professional societies that supply us the medical information that you access and the applicable members of the Three Rivers Cardiac Institute Network. The Three Rivers Cardiac Institute Network consists of those hospitals and other Web sites with which Three Rivers Cardiac Institute has an agreement to provide content. For example, if you visit us from one of the hospitals to which we supply content, we will aggregate the data about what information you used while on the site with other visitors from that site and supply it to the sponsoring hospital. Three Rivers Cardiac Institute may also study aggregate data from the entire Three Rivers Cardiac Institute Network in order to enhance existing services or develop new services. Three Rivers Cardiac Institute will not disclose any individually identifiable information to a third party without your express prior written authorization. Aggregate information is information that describes the habits, usage patterns of users of the Three Rivers Cardiac Institute Site or the Internet as a group without indicating the identity of particular users.

You also agree that, should you elect to supply it, Three Rivers Cardiac Institute may use your name and e-mail address to communicate with you. When you send e-mail to features such as "Support", we reasonably expect to receive the e-mail. However, due to the volume of questions we receive, we are unable to answer them all. The senders' e-mail addresses sent are not stored any longer than 30 days and we do not use identifying personal information for any other purpose although it may be included in anonymous, aggregated statistical information.

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This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, United States of America. If any provision of these Terms and Conditions of Use are deemed to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this document and shall not affect the validity and enforceability of any remaining provisions.

You Agree to Arbitrate Any Dispute Between Us

You agree that any dispute, controversy or claim arising out of or related to these Terms and Conditions of Use, or your use of the Three Rivers Cardiac Institute Site, will be resolved and settled through arbitration administered by the American Arbitration Association and conducted in Boston, Massachusetts, United States of America. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Any Action Against Three Rivers Cardiac Institute Must be Brought in Boston, Massachusetts

You agree that the state or federal courts located in Boston, Massachusetts, United States of America, shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement or your use of the Three Rivers Cardiac Institute Site. You waive any claim that a court located in Boston, Massachusetts, lacks personal jurisdiction over you, is an improper venue, or is an inconvenient forum.

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No joint venture, partnership, employment or agency relationship exists between you and Three Rivers Cardiac Institute as a result of these Terms and Conditions of Use, or your use of the Three Rivers Cardiac Institute Site.

Those provisions outlined here that normally would survive after you cease using the Three Rivers Cardiac Institute Site shall survive.

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Three Rivers Cardiac Institute Data Corp.

Attn. Contracts Administrator

25 Corporate Drive, Suite 310

Burlington, MA 01803

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Thank you for using the Three Rivers Cardiac Institute Site.

Last Reviewed by Three Rivers Cardiac Institute Executive Management July 2004.

Last reviewed July 30, 2004 by Three Rivers Cardiac Institute Executive Management
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