

TERMS OF USE

These TERMS OF USE (this “*Agreement*”) concern the www.texasradiology.com website (together with its pages and features, the “*Site*”). This Agreement is made and entered into by and between you and any person helping you access or use the Site, whether as a guest or a registered user (collectively, “*you*” or “*your*”), on the one side, and Texas Radiology Associates, LLP (“*Practice*”), on the other side. You and Practice are sometimes referred to herein each as a “*Party*”, and collectively as the “*Parties*”.

YOU ARE AUTOMATICALLY ACCEPTING AND AGREEING TO THE MOST RECENT VERSION OF THIS AGREEMENT WHENEVER YOU ACCESS OR USE THE SITE, AND YOUR CONTINUING ACCESS OR USE OF ANY OF THE FOREGOING REAFFIRMS YOUR ACCEPTANCE AND AGREEMENT IN EACH INSTANCE.

IF YOU DO NOT ACCEPT AND AGREE TO THIS AGREEMENT IN ITS ENTIRETY, THEN YOU ARE STRICTLY PROHIBITED FROM ACCESSING OR USING THE SITE.

PRACTICE MAY SUPPLEMENT, AMEND OR OTHERWISE MODIFY THIS AGREEMENT AT ANY TIME. SUCH MODIFICATIONS WILL BE POSTED ON THIS OR ANOTHER PAGE OF THE SITE, AS PRACTICE DEEMS APPROPRIATE IN ITS SOLE DISCRETION, AND SUCH MODIFICATIONS SHALL BE DEEMED EFFECTIVE AS OF THEIR STATED EFFECTIVE OR MODIFICATION DATES. IT IS YOUR RESPONSIBILITY TO CAREFULLY REVIEW THIS AGREEMENT EACH TIME YOU ACCESS OR USE THE SITE.

1. For Non-Emergency Use Only. The Site is for non-emergency use only. If you are experiencing a medical emergency, then call 911. Please also consult your regular physician for all of your health-related issues.
2. Eligibility. The Site is offered only to users eighteen (18) years of age or older, or otherwise the age of majority in each user’s respective jurisdiction, and who have accepted this Agreement. By accessing or using the Site, you represent and warrant to Practice that you meet these eligibility requirements. You agree to comply with all applicable laws for accessing and using the Site.
3. Privacy. Practice’s policies concerning the collection and use of your personal information in connection with the Site are set forth in the Site’s [Privacy Policy](#), which you should carefully review each time you access or use the Site.
4. Your Devices. Certain portions of the Site may be configured for, and Practice may offer the Site through, certain computers, tablets, smart phones or other electronic devices (“*Device(s)*”), and this Agreement shall apply with equal force and measure to your access and use of the Site through such Devices. You are responsible for obtaining and updating the Device, software, operating system, carrier and network access necessary to properly access and use the Site. Practice does not guarantee that the Site or any portions thereof will function on or in connection with any particular Device, software, operating system, carrier, or network. If you access or use the Site through a particular Device, then you hereby acknowledge and agree that information about your use of the Site through that Device or its

carrier or network (such as, by way of example only, the identity of your Device, or your Device's carrier or network) may be communicated to Practice and/or certain third parties (such as, by way of example only, your Device's carrier or network). **ALL OR ANY PART OF THE VOICE, MESSAGE AND DATA FEES, RATES, CHARGES AND TAXES OF YOUR DEVICE'S CARRIER OR NETWORK, OR ANOTHER THIRD PARTY, MAY APPLY TO YOUR ACCESS OR USE OF THE SITE. PRACTICE IS NOT RESPONSIBLE FOR, AND YOU FURTHER ACCEPT FULL RESPONSIBILITY FOR, ALL DEVICE CARRIER AND NETWORK FEES, RATES, CHARGES AND TAXES WHICH MAY APPLY, IF ANY.**

5. Ownership. The Site and all elements and derivatives of the Site (including, without limitation, all content, information, source codes, object codes, data, instructions, documentation, and expressions), as well as all copyrights, trademarks, trade secrets, and other intellectual properties of the foregoing, are owned, licensed, or permissibly used by Practice. In no event shall you have or retain any rights, title, or interests in or to the foregoing other than those limited rights expressly granted to you under this Agreement. No rights or permissions granted to you under this Agreement are coupled with an interest. Nothing contained in this Agreement shall be construed as a waiver or limitation of Practice's or its licensors' respective rights and remedies under applicable law. For the avoidance of doubt, this Agreement permits you to use the Site for your personal, non-commercial use only.
6. Rights, Permissions, and Consents.
 - a. License of the Site. Subject to the terms and conditions of this Agreement, Practice grants you a limited, non-exclusive, personal, freely-revocable, non-transferable, and non-sub-licensable license to access and view the various publicly displayed pages of the Site, and to view the information and content found thereon. You must not access or use for any commercial purposes any part of the Site or any services or materials available on or through the Site. Your unauthorized use of the Site, or any breach by you of this Agreement, automatically terminates this license.
 - b. Reservation of Rights. Nothing in this Agreement restricts or limits Practice's rights, title, or interests in or to the Site, or any elements or derivatives of the foregoing.
7. Suspension or Termination of Service; Disclaimer. Practice has the right, but not the obligation, to suspend or terminate the function or existence of all or any part of the Site. **PRACTICE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE THAT IS CAUSED BY OR ARISES FROM OR IN CONNECTION WITH ANY SUCH SUSPENSION OR TERMINATION (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, REFUNDS, LOST PROFITS, LOST OPPORTUNITIES, MONETARY DAMAGES, DISRUPTION IN OR LOSS OF SERVICE, OR LOSS OF CONTENT).**
8. Products and Services. Practice or its affiliates or licensees might offer, sell, license, or otherwise make available various products or services (which may include Practice's own

products and services or the products and services of third parties) on, through, or in relation to the Site, some of which might only be made available to you upon completion and submission of an online form or other instructions provided to you by Practice or which may be available exclusively online or in limited quantities on or through the Site. Practice has the right to refuse its products and services to you or to any geographic region or jurisdiction, including if it suspects that you are in any way involved in fraudulent or illegal activity and may contact your payment method issuer, law enforcement, or others and share information relating to your payments, as applicable, if Practice believes doing so will prevent a violation of the law or financial loss.

9. Electronic Communications.

a. Express Consent. **YOU HEREBY EXPRESSLY CONSENT TO PRACTICE AND ITS AFFILIATES SENDING YOU ANY TYPE OF ELECTRONIC MESSAGE (INCLUDING, WITHOUT LIMITATION, ADVERTISEMENTS AND OTHER COMMERCIAL E-MAILS, INFORMATIONAL E-MAILS, AND ELECTRONIC NOTICES, UPDATES, AND NEWSLETTERS), WHETHER THROUGH THE SITE OR BY TELEPHONE, E-MAIL, ONLINE SOCIAL MEDIA, OR ANY OTHER ELECTRONIC MEDIA MEANS OR FORMS. BY GIVING SUCH CONSENT, YOU AGREE THAT NO SUCH COMMUNICATION SHALL VIOLATE THE TELEPHONE CONSUMER PROTECTION ACT, THE CAN-SPAM ACT OR ANY OTHER APPLICABLE LAWS, RULES, OR REGULATIONS. VOICE, MESSAGE, AND DATA FEES, RATES, CHARGES, AND/OR TAXES MAY APPLY TO YOU, AND YOU ARE RESPONSIBLE FOR PAYMENT OF THE SAME. YOU ARE NOT REQUIRED TO GRANT THE FOREGOING CONSENT AS A CONDITION FOR THE USE OF THE SITE.**

b. Opt-Out. You may opt-out of receiving any electronic messages from Practice as described in Section 9(a) above at any time by any reasonable means, including, without limitation and by way of example, by sending an e-mail to [notify@texasradiology.com] with a subject line of “Opt-Out of Electronic Communications”. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Site and/or your ability to receive certain messages or notifications from Practice.

10. Prohibited Activities. You shall not engage in any of the following activities at any time with respect to the Site: (a) the impersonation of any person or entity; (b) any act that infringes or otherwise violates the intellectual property, privacy, or publicity rights of any person or entity (including, without limitation, the copyrights, trademarks, patents, and trade secrets held by Practice or its licensors with respect to the Site); (c) the reproduction of the Site or any communications, information or content found thereon or therein, in whole or in part, or the creation of any derivative works of the foregoing (unless expressly authorized by Practice herein); (d) the publication of any content that is objectionable or illegal (including, without limitation, content that is indecent, obscene, infringing, an invasion of privacy, defamatory, disparaging, false, deceptive, misleading, untruthful, fraudulent, threatening, or abusive); (e) the publication of a person’s or entity’s personal information or private facts without his/her/

its prior written consent; (f) the publication of any machine, computer, or randomly generated content; (g) supplying or publishing any information or statements on, through, or in relation to the Site that is false, misleading, deceptive, or incorrect; (h) any act intended or designed to drive traffic to or boost the search rankings of third-party websites, networks, platforms, servers, or applications; (i) the systematic retrieval or copying of any information or content found on, through, or in relation to the Site or its servers to directly or indirectly create or compile, in whole or in part, a collection, compilation, database, or directory; (j) the use of any software, program, process, device, application, or routine (including, by way of example only, robots, scrapers, spiders, viruses, spyware, and malware) to monitor, copy, disrupt, damage, injure, interfere with or impermissibly access, in whole or in part, the Site or its servers; (k) any act that involves or concerns decrypting, security bypassing or circumventing, hacking, data mining, data scraping, data harvesting, reverse engineering, decompiling, disassembling, attempting to derive source code, modifying, copying or the like on, through, or in relation to the Site or its servers; (l) any act that overloads, unreasonably disrupts, or unreasonably interferes with the infrastructure of the Site or its servers; (m) any act that gains or attempts to gain unauthorized access to computer systems, networks, information, or materials on, through, or in relation to the Site or its servers; or (n) any other act that Practice becomes aware of and believes in good faith is improper, illegal, or harmful to the Site, its servers, or any person, entity, or property.

11. Links to Other Sites, Apps, Networks, Platforms and Servers.

- a. Linked Technologies. The Site, or any communications sent on, through, or as a function of the Site, may contain links to third-party websites, networks, platforms, servers, or applications, and, similarly, third-party websites, networks, platforms, servers, applications, or communications may contain links to the Site (collectively, “***Linked Technologies***”). The Linked Technologies are not under the control of Practice. The Site and any such communications contain the outgoing links as a convenience to you, if for any purpose.
- b. Disclaimer About Linked Technologies. **PRACTICE IS NOT RESPONSIBLE FOR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES, OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, MALICIOUS SOFTWARE, SPYWARE PROGRAMS, INACCURATE INFORMATION, AND ILLEGAL CONTENT). PRACTICE DOES NOT MAKE, NOR HAS PRACTICE MADE, ANY REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS, IMPLIED, OR OTHERWISE) CONCERNING THE TERMS OF USE OR SERVICE, PRIVACY POLICIES, AGREEMENTS, INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES, OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM THE LINKED TECHNOLOGIES; NOR SHALL THE FACT THAT THE SITE MAY LINK TO OR FROM ANY LINKED TECHNOLOGIES CONSTITUTE AN AFFILIATION WITH, ASSOCIATION WITH, OR ENDORSEMENT OF SUCH LINKED**

TECHNOLOGIES OR ANY INFORMATION, CONTENT, GOODS, SERVICES, PROMOTIONS, ADVERTISEMENTS, PROGRAMS, CODES, OR OTHER ITEMS WHICH MAY BE FOUND ON OR EXCLUDED FROM SUCH LINKED TECHNOLOGIES. IF YOU DECIDE TO ACCESS ANY LINKED TECHNOLOGIES, THEN YOU DO SO AT YOUR OWN RISK.

12. Take Down. Practice reserves the right, but not the obligation, to take down or otherwise exclude from the Site, without notice or recourse, any communications, statements, names, photographs, information, and/or content made or submitted by you or others on or through the Site that Practice believes, at any time and in its sole discretion, to be infringing or otherwise in violation of the proprietary rights, the right of privacy, or the right of publicity of any person or entity; defamatory, disparaging, or embarrassing of or towards any person or entity; profane, indecent or obscene; derogatory in terms of race, nationality, religion, gender, gender identification, sexual orientation or otherwise; threatening; abusive; false, misleading or deceptive; or otherwise illegal or something that Practice considers unsuitable for the Site or its users.
13. User Representations, Warranties, and Covenants. You represent, warrant and covenant to Practice that: (a) you are a natural person and of eighteen (18) years of age or older, or otherwise the age of majority in your jurisdiction; (b) you have read and understand this Agreement in its entirety; (c) you have the full right and authority to enter into and abide by the terms and conditions of this Agreement; (d) you understand and acknowledge that, by accepting this Agreement, you are giving up certain legal rights and remedies; (e) you voluntarily accept and agree to, and will fully comply with, the terms and conditions of this Agreement; (f) you will not violate any applicable international, federal, state, or local laws which may concern the Site, the Site's servers or any information, communications, or content found on or through them; (g) Practice is not required to seek the permission of or compensate any third party to exercise any of the rights granted by you under this Agreement; (h) no obligation, disability, agreement, or adverse claim exists that may restrict your performance or grant of rights hereunder; (i) all information you provide to Practice in connection with your access or use of the Site is truthful and accurate; and (j) you are not listed on any United States government list of prohibited or restricted parties.
14. Disclaimers and Limitations.
 - a. General Disclaimer. **YOUR ACCESS OR USE OF THE SITE IN ANY WAY IS DONE AT YOUR OWN RISK. THE SITE, THE SUCCESS OR PERFORMANCE OF THE SITE, AND ALL INFORMATION, COMMUNICATIONS, CONTENT AND FEATURES OFFERED, MARKETED, SOLD, PROVIDED, LICENSED OR MADE AVAILABLE ON, THROUGH, OR IN RELATION TO THE SITE ARE PROVIDED TO YOU ON AN "AS IS", "WHERE IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS AND WITHOUT ANY WARRANTY. PRACTICE DOES NOT MAKE, NOR HAS PRACTICE MADE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (WHETHER DIRECT OR INDIRECT, ORAL OR WRITTEN, OR EXPRESS OR IMPLIED) TO YOU WITH RESPECT TO THE SITE, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT, AND FEATURES OR THEIR SUCCESS, PERFORMANCE,**

FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, OR SAFETY. PRACTICE EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD FAITH AND FAIR DEALING, TITLE, NON-INFRINGEMENT, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, AND SAFETY) AND WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM AND USAGE IN TRADE WITH RESPECT TO THE SITE, THOSE PRODUCTS AND SERVICES, ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT OR FEATURES AND THEIR SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, AND SAFETY. PRACTICE DOES NOT MAKE, NOR HAS PRACTICE MADE, ANY AFFIRMATION OF FACT, PROMISE OR WARRANTY (WHETHER EXPRESS, IMPLIED OR OTHERWISE) RELATING TO THE SITE OR ANY SUCH INFORMATION, COMMUNICATIONS, CONTENT, OR FEATURES OR ITS SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, OR SAFETY THAT EXTENDS BEYOND THE FACE OF THIS AGREEMENT OR THAT HAS BECOME ANY BASIS OF ANY BARGAIN.

- b. Disclaimer About System Delays. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SITE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THIRD-PARTY COMMUNICATION NETWORKS AND FACILITIES THAT ARE OUTSIDE OF PRACTICE'S CONTROL. ACCORDINGLY, PRACTICE SHALL NOT BE RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS, ANY DELAYS, FAILURES, LOSSES, INJURIES, LIABILITIES OR DAMAGES ASSOCIATED WITH THE SITE WHICH RESULT FROM ANY SYSTEM DELAYS, DOWNTIMES, INTERRUPTIONS, OR OTHER FAILURES OF, OR PROBLEMS WITH, THE SITE WHICH ARE OUTSIDE OF PRACTICE'S CONTROL (INCLUDING, WITHOUT LIMITATION, SCHEDULED MAINTENANCE OR NETWORK FAILURE).
- c. Disclaimer About Certain Information, Communications and Content. ANY OPINIONS, ADVICE, REVIEWS, STATEMENTS, OFFERS, OR OTHER INFORMATION, COMMUNICATIONS OR CONTENT FOUND ON, THROUGH OR IN RELATION TO PRACTICE, THE SITE, OR ANY THIRD-PARTY PROVIDERS (INCLUDING, WITHOUT LIMITATION, ONLINE FORUMS, OTHER WEBSITES, ADVERTISEMENTS, AND SOCIAL MEDIA PAGES) ARE THOSE OF THEIR RESPECTIVE AUTHORS, AND NOT NECESSARILY THOSE OF PRACTICE; THUS, THEY SHOULD NOT NECESSARILY BE RELIED UPON. SUCH AUTHORS ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF SUCH INFORMATION, COMMUNICATIONS, OR CONTENT. PRACTICE DOES NOT GUARANTEE, ADOPT OR ENDORSE THE ACCURACY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS, OR CONTENT, EVEN IF PRACTICE IS THE AUTHOR. PRACTICE IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION, COMMUNICATIONS OR CONTENT. UNDER NO CIRCUMSTANCES SHALL PRACTICE BE LIABLE TO YOU OR ANY

THIRD PARTIES FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM OR IN CONNECTION WITH YOUR RELIANCE ON ANY SUCH INFORMATION, COMMUNICATIONS, OR CONTENT.

- d. Limitation of Liability. IN NO EVENT SHALL PRACTICE, ANY OF PRACTICE'S PARENTS, SUBSIDIARIES, OR OTHER AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS, OR LICENSEES BE HELD LIABLE TO (OR BE OBLIGATED TO INDEMNIFY) YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, ATTORNEY FEES, LOST PROFITS, REPLACEMENT COSTS, OR REPAIR COSTS) CAUSED BY OR ARISING FROM OR IN CONNECTION WITH: (I) YOUR ACCESS OR USE OF THE SITE, OR YOUR INABILITY TO ACCESS OR USE THE SITE; (II) ANY STATEMENTS, CONTENT, OR CONDUCT OF ANY THIRD PARTY ON, THROUGH OR IN RELATION TO THE SITE; (III) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONAL INFORMATION; (IV) ANY HACKING, DENIAL OF SERVICE ATTACKS, DATA SECURITY BREACHES OR OTHER THIRD-PARTY CONDUCT THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S) OR NETWORK(S); (V) ANY TRANSMISSION, DOWNLOAD OR INFECTION OF ANY SOFTWARE, SYSTEM, PROGRAM, FILE, PROCESS, DEVICE, APPLICATION OR ROUTINE (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, ROBOTS, SCRAPERS, SPIDERS, VIRUSES, SPYWARE AND MALWARE) THAT MAY LEAD TO A COMPROMISE OF YOUR PERSONAL INFORMATION OR DAMAGE TO YOUR DEVICE(S), SOFTWARE, OPERATING SYSTEM(S), FILE(S), CARRIER(S), OR NETWORK(S); (VI) THE FACT THAT YOU HAVE RELIED ON ANY INFORMATION, CONTENT OR COMMUNICATIONS PUBLISHED ON, THROUGH OR IN RELATION TO THE SITE; OR (VII) ANY ACTS, ERRORS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY FEATURES OF THE SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR ACCESS AND USE OF THE SITE.
- e. Limitation of Remedies. IF PRACTICE BREACHES OR OTHERWISE VIOLATES THIS AGREEMENT, THEN IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, SPECULATIVE, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN RELATION TO SUCH BREACH OR OTHER VIOLATION, EVEN IF PRACTICE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.
- f. Consumer Protections. The disclaimers and limitations set forth in this Section 14 are not intended to limit liability or alter your rights as a consumer that cannot be limited or altered under applicable law.
15. General Release of Claims. You hereby release and hold harmless Practice, Practice's parents, subsidiaries, and other affiliates, and their respective officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees,

contractors, vendors, and licensees from and against all claims that you have or may have against them for infringement, violation of the rights of privacy or publicity, defamation, disparagement, unpaid benefits, unpaid wages, overtime, discrimination, personal injury, property damage, negligence, and/or any other legal theory arising from or in connection with the Site and/or the rights and privileges granted or conveyed by you under this Agreement. Further, you waive your right to, and in no event shall you seek to, (a) enjoin Practice, any of Practice's officers, directors, members, managers, owners, partners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, trustees, assigns, transferees, contractors, vendors, or licensees or (b) exercise any of the rights or privileges granted or conveyed by you under this Agreement.

You also hereby waive any rights you may have under Section 1542 of the California Civil Code and any other statute or common law principle of similar effect, which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party”.

16. Indemnification. **YOU HEREBY AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS PRACTICE, PRACTICE'S PARENTS, SUBSIDIARIES, AND OTHER AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, TRUSTEES, ASSIGNS, TRANSFEREES, CONTRACTORS, VENDORS, AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING COSTS AND REASONABLE OUTSIDE ATTORNEY FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR ACTS, ERRORS, OR OMISSIONS, (B) YOUR USE OF THE SITE IN ANY MANNER CONTRARY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, (C) YOUR VIOLATION OF THE RIGHTS OF OR OTHER INJURY TO ANY THIRD PARTY, AND/OR (D) YOUR BREACH OF ALL OR ANY PART OF THIS AGREEMENT.**

17. Force Majeure. Practice shall not be liable for delays in performance caused by any act of God, fire or other casualty, accident, strike, shortage of labor or materials, governmental action, industrial disturbance, pandemic, epidemic, or any other cause beyond Practice's reasonable control, and the time for Practice's performance shall be extended by the period of any such delay. Practice reserves the right to apportion its production among its customers as it may determine.

18. Termination; Survival. If this Agreement is terminated for any or no reason, then all rights granted to you under this Agreement shall automatically revert back to Practice, and the following shall survive in perpetuity: (a) all defined terms under this Agreement; (b) all rights and privileges under this Agreement which were granted to or accrued in favor of Practice, any of Practice's parents, subsidiaries, or other affiliates, or any of their respective

officers, directors, managers, owners, partners, agents, employees, representatives, trustees, assigns, transferees, contractors, vendors, or licensees as of the date of this Agreement's termination; (c) all payments which accrued as of the date of termination; (d) all disclaimers, limitations of liability and limitations of remedies; and (e) all representations, warranties, covenants, certifications, releases, indemnifications, and promises made by you under this Agreement.

19. **Governing Law.** This Agreement, **the additional terms, conditions, and policies referenced herein (including the Site's [Privacy Policy](#))**, your access or use of the Site, the Parties' relationship, and all disputes, controversies, and claims arising from or in connection with any of the foregoing (whether grounded in contract, tort, statute, law, or equity) is governed by the laws of the State of Texas in the United States of America and the applicable federal laws of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis.
20. **Notice.** Unless otherwise expressly stated in this Agreement, Practice may give or deliver all other notices to you by means of a general notice posted **on this or another page of the Site, as applicable**, or by email to your email address as you may provide to Practice on or through the Site, **and such notices shall be deemed effective as of their stated effective dates.**
21. **Relationship.** In no event shall this Agreement, the performance of a Party's rights or obligations under this Agreement, the Site, or a Party's access or use of the Site create any type of fiduciary, franchise, agency, employment, independent contractor, partnership, or joint venture relationship between you and Practice.
22. **Miscellaneous.**
 - a. **Electronic Signatures.** **IF YOUR ACCEPTANCE OF THIS AGREEMENT IS FURTHER EVIDENCED BY YOUR AFFIRMATIVE ASSENT TO THE SAME (E.G., BY A "CHECK THE BOX" ACKNOWLEDGMENT PROCEDURE), THEN THAT AFFIRMATIVE ASSENT IS THE EQUIVALENT OF YOUR ELECTRONIC SIGNATURE TO THIS AGREEMENT. HOWEVER, FOR THE AVOIDANCE OF DOUBT, YOUR ELECTRONIC SIGNATURE IS NOT REQUIRED TO EVIDENCE OR FACILITATE YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT, AS YOU AGREE THAT THE CONDUCT DESCRIBED IN THIS AGREEMENT AS RELATING TO YOUR ACCEPTANCE AND AGREEMENT TO THIS AGREEMENT ALONE SUFFICES.**
 - b. **Excused Performance.** Practice is hereby excused for any failure to perform under this Agreement to the extent that its performance is prevented by any reason outside of its reasonable control or that may be characterized as a force majeure event.
 - c. **No Waiver.** No failure or delay to exercise any right, remedy, power, or privilege arising from or in connection with this Agreement will operate or be construed as a waiver thereof, except as otherwise expressly stated in this Agreement. Any waiver authorized on

one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

- d. Assignment and Delegation. You shall not assign, delegate, or otherwise transfer any of your rights or obligations under this Agreement without Practice's prior written consent in each instance.
 - e. Construction and Interpretation. This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.
 - f. Headings. Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit, or describe the scope, intent, terms, or conditions of this Agreement.
 - g. Severability. If any term or condition of this Agreement is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and the invalidated or unenforceable term or condition shall be reformed to the maximum extent permitted under the law and consistent with the intent of this Agreement.
 - h. Entire Agreement. This Agreement, **together with those additional terms, conditions, and policies referenced herein and/or made available herein by hyperlink (including the Site's [Privacy Policy](#))**, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, supersedes any prior agreements and understandings, if any, between the Parties with respect to such subject matter, and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
23. Contact Us. Please direct any questions you may have about the Site or this Agreement to [notify@texasradiology.com] with a subject line of "Website Question". The foregoing contact information may change from time to time by supplementation, amendment, or modification of this Agreement.
24. Modification Date. This Agreement was last updated on October 11, 2020.