

# Website Terms and Conditions

Effective September 1, 2021

These terms and conditions (“Terms”) are a contract between users (“you”) and Texas Radiotherapy MSO LLC (“Texas Radiotherapy,” “we” or “us”) and apply to the Texas Radiotherapy website, located at <https://www.texasradiotherapy.com> and to any other website or mobile application owned and operated by Texas Radiotherapy that feature these Terms (collectively, the “Sites”).

Please read and review these Terms carefully before accessing or using the Sites. By accessing or otherwise using the Sites, you accept and agree to be bound by these Terms and the terms of the Website Privacy Policy. If you do not agree to these Terms or the terms of the Website Privacy Policy, you agree not to access or use the Sites.

## Using the Sites

The Sites enable users to have web- or mobile-based access to information and services, including, among other things, information about Texas Radiotherapy, cancer, treatments, appointment information, newsletters, and other services. We provide the Sites to make it easier for you to access this information and services. The Sites are offered for general information and educational purposes only and are not meant as a substitute for visiting a doctor or seeking medical care. You acknowledge that the Sites are not intended to provide medical care or act as a replacement for in-person visits with a doctor, and you should not rely on it for managing your health.

The Sites allow you to make an appointment with a provider, but you understand and agree that you will not use the Sites to make an appointment or otherwise seek medical care for or information about a condition requiring urgent attention. For all medical emergencies, immediately dial 9-1-1.

If you choose, you may discontinue your use of the Sites at any time.

## Modification of the Agreement and the Sites

We may modify these Terms at any time. Revised Terms will apply to the access or use of the Sites from the date the revised Terms are posted on the following website: <https://www.texasradiotherapy.com>.

Please check this page regularly to ensure that you are familiar with the current version of the Terms. By your continued use of the Sites after publication of revised Terms, you accept and agree to the terms and conditions of the revised Terms.

We reserve the right to make additions, deletions or changes to the Sites. We may add or remove features or functionalities and we may suspend or stop the Sites altogether at our sole discretion. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

## Acceptable Use and Restrictions on Use

The Sites are available only to persons who can form legally binding contracts under applicable law. The Sites are not available to individuals under the age of 18. If you do not qualify, you agree not to use the Sites.

Texas Radiotherapy grants a limited license to you to make personal use only of the Sites in accordance with these Terms. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Sites, making any derivative of all or any part of the Sites, the collection and use of other user information, including, without limitation, health information or any data extraction or data mining whatsoever.

You agree only to use the Sites for the purposes for which it has been designed. You will comply with these Terms and all applicable local, state, national and international laws, rules and regulations and will not encourage or promote any activity that violates these Terms.

### Additional Restrictions

By accessing or otherwise using the Sites, you agree that you will not under any circumstances:

- use the Sites for any unlawful purpose or for the promotion of illegal activities;

- attempt to interfere in any way with the Sites' networks or network security or attempt to use the Sites to gain unauthorized access to any other computer system;
- interfere or attempt to interfere with the proper functioning of the Sites;
- make any automated use of the Sites, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any measures we take to restrict access to the Sites or use any software, technology or device to scrape, spider or crawl the Sites or harvest or manipulate data;
- submit, post or link to any malicious content or offensive material.

You agree that we may discontinue your use of the Sites at any time and for any reason.

## Proprietary Rights

The Sites are the exclusive property of and owned by Texas Radiotherapy. The Sites contains content including, but not limited to, text, photographs, graphics, icon buttons, images, screen layouts, designs, artwork, names, logos, trademarks, service marks and data ("Content") in any form including the compilation thereof, that is protected by U.S. and international copyright, trademark and other intellectual property law and conventions. The Sites may include both Content owned or controlled by Texas Radiotherapy and Content owned and controlled by third parties and licensed to Texas Radiotherapy. Texas Radiotherapy reserves all of its intellectual property rights in the Sites and Content (including trademarks of Texas Radiotherapy™), and these Terms do not grant you any right or license with respect to any such intellectual property. Except as permitted under these Terms, you agree not to sell, license, copy, reproduce, modify, republish, transmit, edit, adapt, create derivative works from, distribute or otherwise make unauthorized use of any of the Content, or intellectual property rights in the Content, in whole or in part by any means without our express written consent. You agree not to reverse-engineer, decompile, disassemble or otherwise attempt to extract or discover the source code of the Sites or any part thereof, including the Content, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation.

## Website Privacy Policy

Your privacy is important to us. You can learn how we handle your information when you use the Sites by reading our Website Privacy Policy located at <https://www.texasradiotherapy.com>. We encourage you to become familiar with the

Website Privacy Policy, because, by providing your personal data to Texas Radiotherapy or otherwise using the Sites, you agree to the terms of the Website Privacy Policy.

## User Information

In these Terms, your “User Information” means any material that you submit to us through your use of the Sites for whatever purpose. You agree only to provide User Information that is accurate and you agree to keep your User Information current. You own your User Information and you hereby grant, and agree to grant, Texas Radiotherapy an unrestricted, worldwide, irrevocable, non-exclusive, perpetual, fully-paid, royalty-free, transferrable license to access, view, display, reproduce, adapt, publish, translate, store, host, cache, maintain, modify, distribute and otherwise use and exploit your User Information in any manner, subject to the terms of the Website Privacy Policy and applicable law, including the regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). You also grant Texas Radiotherapy the right to sub-license these rights through multiple tiers, and the right to bring an action for infringement of these rights. You further agree to receive e-mail and text messages from us relating to the services we provide.

## Third Party Content

The Sites may contain links to websites or mobile applications owned or operated by third parties (the “Third Party Content”). You acknowledge that the Third Party Content is provided for your convenience only. We do not control Third Party Content and we are not responsible for the content or performance of those sites. The inclusion of Third Party Content does not imply any agreement with or endorsement of such Third Party Content or any association with the parties that own or operate the Third Party Content. You acknowledge that use of Third Party Content is strictly at your own risk including, but not limited to, any risks associated with destructive viruses, and that Texas Radiotherapy makes no warranties, express, statutory or implied, with respect to such Third Party Content. These Terms do not govern your use of any Third Party Content and you are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of the Third Party Content. To the maximum extent permitted by applicable law, we will not be liable for any Third Party Content linked to through the Sites, including, but not limited to, any inaccuracies, errors or omission in any content, any intellectual property infringement with relation to the Third Party Content, or any loss or damage of

any kind incurred as a result of the use of any Third Party Content linked in or otherwise made available via the Sites.

## Notice of Copyright Infringement

The Digital Millennium Copyright Act of 1998 provides recourse for copyright owners who believe that material posted on Internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the Sites infringes your copyright, please send us a notice containing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activities and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material.
- Contact information for the notifying party, including name, address, telephone number, and email address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Please submit this notice to Texas Radiotherapy at [communications@texasradiotherapy.com](mailto:communications@texasradiotherapy.com).

## Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITES, ACCESS TO THE SITES, AND ALL RELATED CONTENT, SERVICES AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SITES WILL BE AVAILABLE FOR USE OR THAT ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE, UP-TO-DATE, ACCURATE, OR PERFORM AS

DESCRIBED. TEXAS RADIOTHERAPY DOES NOT WARRANT THAT ANY PART OF THE SITES WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITES IS AT YOUR SOLE RISK, INCLUDING BUT NOT LIMITED TO THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION, OR OF ANY DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE SITES. TEXAS RADIOTHERAPY DOES NOT WARRANT THAT THE SITES, APPS, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITES OR ELECTRONIC COMMUNICATIONS SENT FROM THE SITES ARE FREE OF VIRUSES, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS. YOU AGREE TO WAIVE AND RELEASE TEXAS RADIOTHERAPY FROM ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SITES, OR FROM ANY INFORMATION CONTENT, MATERIALS, APPS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TEXAS RADIOTHERAPY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY, CONTENT, AVAILABILITY OF INFORMATION, PRODUCTS, SERVICES, PRIVACY OR SECURITY PRACTICES OR INFORMATION FOUND ON THIRD PARTY SITES OR APPS THAT LINK TO OR FROM THE SITES. TEXAS RADIOTHERAPY CANNOT BE HELD RESPONSIBLE FOR THE MATERIAL CONTAINED ON THIRD PARTY APPS OR SITES. TEXAS RADIOTHERAPY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Any questions or complaints or claims related to any product or service should be directed to the appropriate third party. Without limiting the foregoing, we are not responsible or liable for the accuracy, usefulness, timeliness or availability of any information transmitted or made available via the Sites, and are not responsible or liable for any error or omissions in that information. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all content, features and functions of the Sites.

## Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL TEXAS RADIOTHERAPY, ITS SUPPLIERS OR LICENSORS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, TRUSTEES, PARENT COMPANIES, SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS ARISING OUT OF OR RELATED TO THE SITES (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN THE EVENT OF ANY PROBLEM WITH THE SITES, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SITES. EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SITES, INCLUDING ATTORNEYS' FEES, SHALL NOT EXCEED \$500.00. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

## Indemnity

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Texas Radiotherapy, its managing members, licensors, officers, directors, employees, agents, trustees, subsidiaries, parent companies and affiliates (the "Indemnitees") from and against all third party complaints, charges, claims, losses, expenses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Sites; (b) information or material you have posted or submitted to the Sites; and (c) your breach of these Terms, in each case unless caused by such Indemnitee's gross negligence, willful misconduct or fraud.

## Third Party Suppliers

We may use third party suppliers, such as software companies, to provide, support and maintain the Sites. These third party suppliers are protected under these Terms as intended third party beneficiaries.

## Choice of Law and Venue

Any dispute, controversy or claim arising out of or related in any manner to the Sites which cannot be amicably resolved by the Parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in Fort Worth, Texas. The arbitration shall take place before a panel of one (1) arbitrators sitting in Fort Worth, Texas. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Texas. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the Parties. Each Party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement, except that a Party may seek a preliminary injunction or other injunctive relief in any court of competent jurisdiction in Fort Worth, Texas if in its reasonable judgment such action is necessary to avoid irreparable harm.

## Severability

If a portion of these Terms is determined to be unlawful, void or unenforceable, it will not affect the enforceability of the remaining provisions and the remaining provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## Termination

These Terms are effective unless and until terminated by either you or Texas Radiotherapy. You may terminate these Terms at any time, provided that you discontinue

any further use of the Sites. We also may terminate these Terms, in our sole discretion, at any time and may do so immediately and without notice, and accordingly deny you access to the Sites.

## Final Terms

These Terms, together with the Website Privacy Policy, constitute the entire agreement between you and Texas Radiotherapy in relation to your use of the Sites.

## Miscellaneous

Headings used in these Terms are for reference purposes only and in no way define or limit the scope of the section. The following provisions survive the expiration or termination of these Terms: Proprietary Rights; User Information; Third Party Content; Limitation of Liability; Indemnity; Choice of Law and Venue; and Miscellaneous.

## How to Contact Us

If you have any questions or comments about these Terms, you may contact us in the following ways:

Mailing Address:

Communications  
Texas Radiotherapy  
1300 W Terrell Ave, Plaza Suite  
Fort Worth, TX 76104  
Telephone: [817-796-6400](tel:817-796-6400)  
Email: [communications@texasradiotherapy.com](mailto:communications@texasradiotherapy.com)