

## WEBSITE TERMS OF USE AGREEMENT

WELCOME TO [www.mobiledysphagiadiagnostics.com](http://www.mobiledysphagiadiagnostics.com), THE OFFICIAL WEBSITE (“SITE”) FOR Mobile Dysphagia Diagnostics Speech-Language Pathology Swallowing Services, P.C. (“COMPANY”). THE FOLLOWING TERMS ALONG WITH THE DISCLAIMER AND PRIVACY POLICY SERVE AS THE AGREEMENT GOVERNING THE VISITOR’S USE OF THIS WEBSITE. THE PARTIES TO THIS AGREEMENT INCLUDE “COMPANY” WHICH WE MAY REFER TO AS “WE” OR “US” AND THE VISITOR TO THE SITE, WHO WE MAY REFER TO AS “YOU.”

**BY USING THIS SITE YOU WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER.**

**PLEASE READ THE FOLLOWING. BY ACCESSING, VIEWING, OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE THIS SITE.**

### USE OF SITE

We hope you enjoy using this website as it is meant to provide you with information about dysphagia. In addition to providing you with information, the other purposes of our website include, allowing you to join our mailing list, sign-up for giveaways, provide a means for you to contact us. Any other use of this site is prohibited.

You agree not to use any features of this site that permit communications or postings to post, display, or otherwise communicate any of the following:

- any defamatory, threatening, obscene, harassing, or otherwise unlawful information;
- any advertisement, solicitation, or spam;
- any encouragement of illegal activity;
- unauthorized use or disclosure of private, personally identifiable information of others;
- any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so; or
- any false or misleading information.

### TERM AND TERMINATION

Without limiting its other remedies, Company may immediately discontinue, suspend, terminate, or block your and any user’s access to this site at any time in Company’s sole discretion.

### SITE CONTENTS AND OWNERSHIP

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### INFORMATION YOU PROVIDE TO US

You agree that any information you provide to us through email, comments, or other forms of communication, is done with a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use however we see fit. Please do not provide us with information you do not want us to use.

### LINKED WEBSITES

Company may provide links to third party websites (“Linked Sites”). If you choose to click on one of those links, you are leaving Company’s website, and you do so at your own risk. It is your responsibility to take all protective

measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form are not controlled by Company. Company cannot make any representations or warranties about the opinions expressed, nature, content, accuracy, security, completeness, or reliability of the information provided, or regarding the products or services provided on the Linked Sites. Links do not imply that Company sponsors or endorses the Linked Site. Except for links to information authored by Company, Company is neither responsible for nor will it be liable under any theory based on (i) any Linked Site; (ii) any information and/or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site. If you decide to visit any Linked Sites and/or transact any business on them, you do so at your own risk. Please contact the webmasters of any Linked Sites concerning information, goods, and/or services appearing on them.

#### ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You agree to be bound by any affirmation, assent, or agreement you transmit through this website, including but not limited to any consent you give to receive communications from Company solely through electronic transmission. You agree that when in the future you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

#### LIMITATION OF LIABILITIES

YOU AGREE THAT COMPANY AND ITS PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL COMPANY OR ANY OF ITS PROVIDERS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THIS SITE, YOUR USE OF, OR INABILITY TO USE, THIS SITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER COMPANY OR ANY OF ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### LIMITATIONS ON CLAIM

Any cause of action you may have with respect to your use of this site must be commenced within one year after the claim or cause of action arises.

#### INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Company, its affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your use of the site, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

#### REFUNDS

Company does not offer refunds on any products or services purchased through this website.

#### DISPUTE RESOLUTION

This Agreement is governed by and shall be construed in accordance with the laws of New York, U.S.A., without reference to its conflict-of-law provisions. You agree to submit to the personal and exclusive jurisdiction in Erie County, New York, U.S.A. for any disputes with Company arising out of your use of this site. You agree that if a dispute arises, parties will attempt to resolve the dispute with mediation in New York, U.S.A. or an online mediation service that is mutually agreed upon by all parties. The parties agree that their good faith participation in mediation is

a condition precedent to pursuing other legal remedies. The successful party to any dispute resolution will be entitled to reasonable costs and fees incurred in resolving or settling the dispute, in addition to any other relief to which the party may be entitled.

#### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Company and you with respect to this website. This Agreement supersedes and cancels all prior or contemporaneous discussions, writings, negotiations, and agreements whether electronic, oral, or written between you and Company with respect to this website.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### SEVERABILITY

If any term in this Agreement is found to be void or voidable, the remaining terms of the Agreement are unaffected, and deemed to remain in full force and effect, including those terms that are similar.

#### NO WAIVER

Company's failure to enforce its rights under this Agreement or take action against any party for breach of this Agreement does not constitute a waiver of such rights, or of future subsequent enforcement of such rights.

#### MODIFICATIONS TO AGREEMENT

Company may revise this Agreement at any time. Your continued use of this site, our products and services serve as an agreement that you agree to be bound by the revised Agreement. Company's modifications will become effective on the date they are first posted to this site. Company does not have any obligation to notify you of changes to this Agreement. It is your responsibility to review the terms to apprise yourself of modifications.

#### ASSIGNMENT OF RIGHTS

Your rights under this Agreement are not assignable.

CONTACT: Should you have questions regarding this Terms of Use Agreement, please contact [trichard@mobiledysphagiadiagnostics.com](mailto:trichard@mobiledysphagiadiagnostics.com)

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## DISCLAIMER

By using this website or any information on it, including but not limited to blogs, videos, audios, social media posts, products, and services, you acknowledge that you have read and agree to the terms in this disclaimer. If you do not agree with these terms, DO NOT USE THIS WEBSITE.

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Any testimonials provided on this website are opinions of those providing them. The information provided in the testimonials is not to be relied upon to predict results in your specific situation. The results you experience will be dependent on many factors including but not limited to your level of personal responsibility, commitment, and abilities, in addition to those factors that you and/or Company may not be able to anticipate.

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CONTACT: Should you have questions regarding the Disclaimers, please contact [trichard@mobiledysphagiadiagnostics.com](mailto:trichard@mobiledysphagiadiagnostics.com)

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## PRIVACY POLICY

The privacy of your information is important to us. Through the operation of this website, we will collect information about you. We want you to understand what information is being collected and why. Please find this privacy policy as an explanation. This privacy policy may change from time to time, so please check it often.

### Anonymous Information

We collect certain technical and routing information about your computer, which is automatically submitted to us by your browser and does not personally identify you. This information may include browser type, operating system and CPU speed, your IP address, and search requests and results. We may also track your use of the site, including pages visited and the time spent on each page. The purpose of collecting this information is to provide you with the best possible service, to ensure the accuracy and efficiency of our search engine, and to measure the use of this website and to improve its content and performance. To the extent we share such information with third parties, it is not traceable to any particular user and will not be used to contact you.

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This site uses cookies. Cookies are small data files that assign you a unique identifier. The collection of this information permits us to administer our site more efficiently and to provide a more tailored and user-friendly service to you. You may set your browser to prevent cookies from being sent; if you do so, this may limit the functionality of our site.

### Third Party Links

Third parties that link on this site may use cookies or collect other information when you go to their site. We do not control the collection or use of your information by these companies. You should contact these companies directly if you have any questions about their collection or use of information about you.

### Personally Identifiable Information

The only personally identifiable information we collect is that which you voluntarily provide. We will use this information in order to send you emails regarding offers, products, and services we think may interest you. We may also use it to conduct marketing research, and improve our products and services. When you submit personally identifiable information to us, you understand that you are agreeing to allow us to access, store, and use it for those purposes.

We may share this information with third parties, but only those parties we trust to help us run our website and online business, and who agree to keep your information confidential. We may also provide this information if requested by law enforcement upon receipt of the appropriate documentation.

### Financial Information

Through this website we may sell products and services. In order to purchase our products and services you will be asked to provide financial information. Typically this information will be collected by a third-party provider. In the event that the information is collected by us, we will not disclose your financial information to anyone unless required to do so by court order.

### Opt-Out Policy

If at any time you do not wish to receive offers and e-mails from us, we ask that you tell us. There will be instructions to opt-out of our mailing list on the emails you receive from us.

### Security

We take measures to maintain the security of the personal information you have provided to us. Even so, we cannot guarantee that all information shared through the internet will remain secure and you agree that we are not responsible for any unauthorized, inadvertent disclosure.

### Children's Privacy

This site is not meant for children under the age of 18 years old. We do not knowingly collect information pertaining to or market to children under the age of 18 years old.

### Transfer of Customer Information

Company customer lists and information are considered business assets and as such, in the event that we merge with another entity or if we sell our assets to another entity, our business assets, including our customer lists and information, would be transferred to that entity.

CONTACT: Should you have questions regarding this Privacy Policy, please contact [trichard@mobiledysphagiadiagnostics.com](mailto:trichard@mobiledysphagiadiagnostics.com)

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