

Terms of Use

The RadComp User Agreement

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF THIS WEBSITE. PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING THIS WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU ARE NOT GRANTED PERMISSION BY RADCOMP TO ACCESS OR OTHERWISE USE THIS WEBSITE. BY PROCEEDING TO ACCESS THIS WEBSITE, YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS.

Welcome to the RadComp website (also referred to as the “Site”). This Agreement contains the terms, covenants, conditions, and provisions (“Terms and Conditions”) upon which you (the “user,” “you,” or “your”) may access and use this Site.

Terms and Conditions

By accessing, viewing, or using this Site, you indicate that you understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract and equally binding, and that you accept such Terms and Conditions and agree to be legally bound by them. Please note that RadComp reserves the right to change the Terms and Conditions under which this Site and its offerings are extended to you. Your continued use of this Site following such modifications will be conclusively deemed acceptance by you of any changes to these Terms and Conditions.

I. License Grant

This Agreement provides you with a personal, revocable, nonexclusive, nontransferable license to use this Site, conditioned on your continued compliance with the Terms and Conditions of this Agreement. You may print and download materials and information on this Site solely for personal and noncommercial use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. As a further condition of use of this Site, you warrant to RadComp that you will not use this Site for any purpose that is unlawful or otherwise prohibited by these Terms and Conditions.

II. Corrections and Changes

While RadComp endeavors to keep the materials on the Site up to date, RadComp cannot and does not assume responsibility for any errors or omissions in these materials. RadComp further does not warrant the accuracy or completeness of the information, text, graphics, links, or other items contained within these materials. RadComp may make changes to these materials, or to the products or services described herein, at any time without notice, and makes no commitment to update the information contained herein. RadComp reserves the right to terminate your access to the Site in the event that you violate these Terms and Conditions, or for any reason whatsoever.

III. Confidentiality of Site

While RadComp has endeavored to create a secure and reliable Site, please be advised that the confidentiality of any communication or material transmitted to/from this Site over the Internet cannot be guaranteed. Accordingly, RadComp and its Affiliates are not responsible for the security of any information transmitted via the Internet. You assume the sole and complete risk for using this Site.

IV. Intellectual Property Rights

All material contained on this Site, unless otherwise indicated, is protected by law including, but not limited to, United States copyright and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, RadComp does not grant any express or implied right to you. The contents of this Site are Copyright © 2016 RadComp. RadComp and all other names, logos, and icons identifying RadComp and its services are proprietary marks of RadComp. Nothing in these Terms and Conditions grants you any right to use any trademark, service mark, logo, and/or trade name of RadComp.

V. Disclaimer of Warranty and Limitation of Liability

Use of this Site is entirely at your own risk and is subject to all applicable state, national and international laws and regulations. ALL MATERIALS ON THIS SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

NEITHER RADCOMP NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO THE SITE; (B) ANY PRODUCTS, SERVICES, INFORMATION, ACTIVITIES, AND/OR MATERIALS AVAILABLE ON OR THROUGH THE SITE; (C) ANY BREACHES OF SECURITY INVOLVING THE SITE OR YOUR ACCOUNT, OR ANY LACK OF AVAILABILITY OR OPERATIONAL PROBLEM OF THE SITE; OR (D) ANY VIRUSES OR OTHER CODE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR USE OF THE SITE. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

VI. Third-Party Information

Certain information from third parties or independent information providers may be made available on or through links from this Site. Such information is provided “as is” and on an “as available” basis. RadComp makes no representation about, nor does RadComp guarantee or endorse the reliability of the information. Likewise, RadComp does not endorse, oppose, or edit any opinion or analysis expressed by any third-party information provider.

VII. Third-Party Websites

RadComp may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience. These sites have not necessarily been reviewed by RadComp and are maintained by third parties over which RadComp exercises no control. RADCOMP MAKES NO WARRANTY OF ANY KIND IN CONNECTION WITH ANY THIRD-PARTY SITE OR ANY INFORMATION, PRODUCTS, SERVICES, OR MATERIALS AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITE. RadComp does not endorse, and shall not be liable in connection with, the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party websites. Use of third-party sites is at your own risk.

VIII. Code of Conduct

You agree not to do the following:

- (1) Restrict or inhibit any other user from using and enjoying the Site. This includes, without limitation:
 - (a) using, or attempting to use, any account without the owner's permission;
 - (b) obtaining or soliciting another person's password or other personal information under false pretenses; or
 - (c) impersonating another user or otherwise misrepresenting yourself to RadComp, the Site's systems, or other entities.

- (2) Interfere (or attempt to interfere) with the operation of the Site. This includes, without limitation,
 - (a) interfering with, defeating, or circumventing any security function of the Site, or attempting to do so, or
 - (b) accessing, or attempting to access, any portion of the Site that you are not authorized to access.Unauthorized access (or attempts) may subject you to civil and/or criminal penalties.

- (3) Post, store, or transmit any unlawful, threatening, defamatory, obscene, inflammatory, pornographic, profane, or otherwise objectionable (as determined by RadComp) information or material.

- (4) Post, store, or transmit any information or material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

- (5) Post, store, or transmit any advertising, promotion, or solicitation of goods or services for commercial purposes.

- (6) Misuse any e-mail function available on or through the Site. This includes, without limitation;
 - (a) sending unsolicited commercial e-mail to any account that causes complaints from the recipients;
 - (b) continuing to send commercial e-mail to a recipient if recipient has requested that you discontinue such communication;
 - (c) sending bulk e-mails, "spam," chain letters, "mail bombs," or other disruptive transmissions; or
 - (d) forging message headers or otherwise concealing an e-mail address or preventing others from responding to a message, or attempting to do so.

- (7) Use the Site to post, store, or transmit any information or software that contains a virus, worm, Trojan horse, or other harmful or disruptive component.

(8) Use the Site to post, store, or transmit materials in violation of another party's copyright or other intellectual property rights. You are solely responsible for determining whether any material you post, store, or transmit is subject to a third party's rights.

(9) Use the Site for any unlawful purposes.

(10) Modify, adapt, sublicense, translate, resell, retransmit, reverse engineer, decompile, or disassemble any portion of the Site.

IX. Law Enforcement

Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. For your protection, RadComp reserves the right to view, monitor, and record activity on the Site without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with the investigation or prosecution of possible criminal activity on the Site. RadComp will also comply with all court orders involving requests for such information.

X. Term and Termination

This Agreement will take effect at the time you begin using this Site (thereby indicating acceptance of these Terms and Conditions). RadComp reserves the right at any time and for any reason to deny you access to the Site or any portion thereof, and to terminate this Agreement. Termination will be effective without notice.

XI. Privacy Policy

Please see RadComp's Privacy Policy for a summary of RadComp's practices regarding collection and use of non-public personal information. By using this Site, you consent to the terms of the Privacy Policy.

XII. Submissions

RadComp welcomes your user experiences, comments, questions, feedback and suggestions about how to improve this Site. Any ideas, suggestions, information, know-how, material, or other content, including but not limited to user experiences, comments, questions, recommendations or criticisms about healthcare providers, and other content that website users and research participants may post to the Site (collectively, "content") received through this Site, however, will be deemed to include a royalty-free, perpetual, irrevocable, transferable, worldwide, nonexclusive right and license for RadComp to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, display, (in whole or part), or act on such content without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. RadComp may refuse to post, or may remove at any time, any content received through this Site for any reason.

XIII. Digital Millennium Copyright Act

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. RadComp reserves the right to remove any material on the Site which allegedly infringes another person’s copyright. Notices to RadComp regarding any alleged copyright infringement on the Site should be directed to: RADCOMP@uphs.upenn.edu, and

Joshua Beeman

University Information Security Officer/Copyright Agent

University of Pennsylvania

E-Mail: dmca@isc.upenn.edu

Phone: +1-215-898-2172

Fax: +1-215-573-2037

US Mail: 3401 Walnut Street Suite 230A, Philadelphia, PA 19104-6228

For more information about the DMCA, please link here:

http://www.upenn.edu/computing/security/reporting_copyright.php

XIV. Limitation of Service

RadComp reserves the right to limit, in its sole discretion, the availability of the Site and/or the provision and quantity of any product, service, and/or information to any person, geographic area, or jurisdiction it so desires.

XV. Indemnification

You agree to defend, indemnify, and hold harmless RadComp and its Affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from your use of the Site, any breach by you of this Agreement, or any other matter for which you are responsible hereunder or under law.

XVI. Waiver

Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by RadComp of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

XVII. Governing Law & Dispute Resolution

Any disputes arising in connection with these Terms and Conditions shall be resolved by binding arbitration in Philadelphia by a single arbitrator under the Commercial Arbitration Rules of the American

Arbitration Association. The award shall be enforceable in any court having jurisdiction thereof. The validity, construction, and performance of these Terms and Conditions Agreement shall be construed in accordance with the laws of the Pennsylvania. This Site is controlled and operated by RadComp from its offices within the United States. RadComp makes no representation that materials on the Site are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Site are illegal is prohibited. If you choose to access this Site from other locations, you do so on your own volition and are responsible for compliance with any applicable local laws.

XVIII. Severability

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.

XIX. No Agency

No joint venture, partnership, employment, or agency relationship exists between you and RadComp as a result of this Agreement or your utilization of this Site.

XX. Entire Agreement/Reservation of Rights

These Terms and Conditions and RadComp's Privacy Policy, which are hereby incorporated as if set forth fully in these Terms and Conditions, represent the entire agreement between you and RadComp with respect to your use of and material available on or through this Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and RadComp with respect to this Site. Any rights not expressly granted herein are reserved.