



TERMS OF USE AND PRIVACY PRACTICES

This Agreement (“Agreement”) and the policies referred to herein contain the terms and conditions that apply to your use of the Internet Web Site and services located at <http://www.radiia.com> (“Web Site”) and all affiliated web sites owned, operated, licensed or controlled by RADIIA, LLC (“Company”).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE WEB SITE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT OR ANY REVISED VERSION OF THIS AGREEMENT, PLEASE DO NOT USE THIS WEB SITE.

Your access and use of the Web Site creates a binding and enforceable legal agreement between you, the Web Site user, and Company and signifies your acceptance and consent to be bound by the terms and conditions contained in this Agreement. This Web Site provides a web-based service that allows you to obtain second-opinion radiology reports. You represent and warrant that any information you provide is true, correct, accurate and complete.

DISCLOSURE OF MEDICAL INFORMATION

The Company takes seriously the privacy of your medical records and personal information. Accordingly, we have taken all reasonable restrictions necessary to protect your confidentiality in accordance with all applicable laws.

By accessing this site, you acknowledge disclosing medical information to the Company for the purposes of obtaining a second opinion conducted by a qualified radiologist associated with RADIIA, LLC.

In addition, you authorize the Company and their respective physicians, employees, contractors, business associates and/or agents to access, review, research, analyze, discuss and copy your medical and personal information as may be necessary to provide the second opinion you request. The use of your medical information will not exceed this stated purpose, unless and until you authorize and direct such additional disclosure(s). The second opinion radiology report will be sent to the individual designated by you.

This authorization is effective immediately. You have the right to receive a copy of this authorization directly from the Company upon your request, and you may cancel your consent at any time by written notice to the Company at 415 North LaSalle St. Suite 502 Chicago, IL 60654.

ELECTRONIC SECURITY MEASURES

Communication between your computer and our servers is encrypted using industry-standard SSL technology. It is the same technology used by online banking systems. Studies are stored on our server temporarily for the purpose of diagnostic viewing. After a retention period of up to 8 weeks, studies are permanently removed from our servers. The access to your studies is monitored, logged and granted only to appropriate parties. Physical access to our server is restricted and monitored.

RELIANCE ON SECOND OPINION

You acknowledge and agree that the second opinion radiology report is exclusively for the purposes of obtaining a second opinion and should not in any form, shape or fashion constitute a diagnosis, medical advice, treatment, medical care or establish any doctor-patient relationship. Furthermore, you understand that your treating physician(s) will remain at all times solely responsible for your diagnosis, care, treatment and evaluation of the second opinion radiology report. Your physician(s) shall directly communicate to you all information contained in the second opinion radiology report.

PAYMENT OF FEES

You acknowledge that you, your physician, your attorney-in-fact or any authorized individual acting on your behalf and who is requesting the second opinion radiology report is responsible for all fees charged by the Company for the services hereunder (including, but not limited to, fees for professional radiology services). You understand that you or your authorized agent must pay these fees in advance, and that it is your responsibility to pursue any third-party insurance reimbursement at your own expense, if any. You have been informed that you have the option to withdraw consent for this second opinion radiology report at any time. However, if you withdraw your consent after payment is made, you will remain responsible for the full amount no money will be refunded.

RELEASE OF LIABILITY

You further release and hold harmless Company and its/their respective physicians, employees, contractors, business associates and/or agents for any harm, claim, injury or damages of any kind including, but not limited to, compensatory, direct, indirect or consequential damage, directly or indirectly, as result of any and all uses of the services hereunder and any review, interpretation or analysis or and/or reliance on any and all

second opinion radiology reports. Although every effort will be made to generate a second opinion radiology report in reasonably timely fashion, the Company makes no representation or warranty as to the timeframe in which such second opinion radiology report will be generated.

STORAGE OF MEDICAL INFORMATION

The Company will store your personal and medical information, including, but not limited to, radiological images for as long as necessary to render the second opinion radiology report. After the second opinion radiology report is generated, tangible radiology films may be returned to you provided that you have: (i) requested return of such radiology films; and (ii) pre-pay the cost of shipping and handling.

The Company is not responsible for storing, filing, or safe keeping medical, personal or imaging information/films after a second opinion radiology report has been generated or services have been terminated for any reasons. The Company accepts no responsibility for any items, films or records, which may be lost or stolen while being shipped to and/or from the Company.

LICENSE AND ACCESS

Company grants you a limited license to access and make personal use of www.radiia.com and not to download or modify it, or any portion of it. This license does not include any resale or commercial use of www.radiia.com or its contents; any collection and use of any advertisements, descriptions or prices; any derivative use of www.radiia.com or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar automated data gathering and extraction tools. You may not frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout or form) of Company or our affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Company's name or trademarks without the express written consent of Company. Any unauthorized use terminates the permission or license granted by Company. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Company so long as the link does not portray Company, its affiliates, or their products or services in a false, misleading, derogatory or otherwise offensive manner. You may not use any Company logo or other proprietary graphic or trademark as part of the link without express written permission.

To the extent that Company's site contains links to outside services and resources, Company does not control the availability and content of those outside services and resources. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

RESTRICTIONS ON USE

Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, video clips and written and other materials that are part of Company or Company's Website(s) are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Company. No material from Company's Website(s) or any other Company web site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except with express written consent of Company. In addition, you shall not commit any of the following acts through use of Company's Website(s): a. transmit any content that is invasive of another's privacy or otherwise objectionable; b. use foul language or post links to adult-oriented content; c. transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of unrequested solicitation; d. post advertising messages or solicitations, URLs containing a referral code or referral address, or links to businesses or pages with advertising, including "blind" or "hidden" referral links; or e. collect, store, use or disseminate personal data or information about other users in any manner whatsoever, including but not limited to, solicitation of products or services by mail, telephone or e-mail (e.g. e-mail addresses).

VIOLATIONS

In addition to any and all remedies at law or in equity, any intentional violation of this Agreement shall give Company the right to immediately suspend or cancel its services to, and business relationship with, you.

CHANGES TO POLICIES AND PROCEDURES

The Company reserves the right at any time, with or without notice, to change, alter, modify or delete any of its policies, procedures, terms of service, website content, fees and/or notices. Please check this Agreement periodically for changes. Continued use of the Web Site following the posting of changes to this Agreement shall mean you have read and accept such changes.