



Patient Connection Terms and Conditions of Use

PENRAD Patient Connection is an online service offered by PENRAD Imaging, LLC to allow you online access to your personal health information.

By accessing or using PENRAD Patient Connection, you confirm that you have fully read, understand and agree to PENRAD Patient Connection Terms and Conditions of Use. If you do not agree to the Terms of Use, you will not be permitted to use PENRAD Patient Connection. Throughout the Terms of Use, PENRAD Imaging, LLC is referred to as "PENRAD Imaging", "We", "Our" or "Us". Individuals accessing or using PENRAD Patient Connection are referred to as "You", "Your", or "User(s)".

Purpose of PENRAD Patient Connection. PENRAD Patient Connection allows you another option to access your health information and communicate with your health care providers. PENRAD Patient Connection allows you to view certain medical information online in a secure manner, including, but not limited to, selected portions of your medical record and summary health information, histories, and test results. PENRAD Patient Connection also provides a method to communicate with certain health care staff to allow you to: (1) receive important health reminders, (2) request assistance with medical records, and (3) communicate with your health care providers about non-urgent medical issues.

PENRAD Patient Connection is not intended to be used to address medical emergencies. **IF YOU ARE EXPERIENCING AN EMERGENCY OR URGENT MEDICAL PROBLEM, GO TO THE NEAREST EMERGENCY ROOM OR CALL 9-1-1 OR YOUR PHYSICIAN'S OFFICE IMMEDIATELY.**

Your Account Profile, User ID and Password. Prior to your initial log into PENRAD Patient Connection, you must review these Terms of Use and create a personal profile account. You may only provide information that you own or have the right to use when you create, transmit, or display health or any other information while using PENRAD Patient Connection. You represent and warrant that all information you provide or supply to PENRAD Imaging through PENRAD Patient Connection, including without limitation, information contained in your personal profile, is accurate and complete. You are responsible for maintaining the confidentiality of all user identification, password and other confidential information relating to the use of your account and are fully responsible for all activities that occur under your account. You are responsible for taking all reasonable steps to ensure that no unauthorized person accesses your account. You must promptly notify PENRAD Imaging of any unauthorized use of or access to your PENRAD Patient Connection account. PENRAD Imaging assumes no responsibility or liability for any information that you transmit, receive from or submit to PENRAD Patient Connection, or for any use or misuse by you or third parties who you authorize.

Medical Records. You may have the opportunity to access healthcare records and information through PENRAD Patient Connection ("Your Records"). You hereby grant PENRAD Imaging, its employees, officers, directors, agents and contractors, and all other persons or entities involved in the operation of PENRAD Patient Connection, the right to access, transmit, receive, monitor, retrieve, store, maintain and use your Records in accordance with PENRAD Imaging's Notice of Privacy Practices. You are responsible for reviewing your account information as well as any documents produced by PENRAD Imaging.

Minor Eligibility. Individual must be 18 years of age or older to request a PENRAD Patient Connection account.

Communication. If you elect to use My PENRAD Imaging, it may be used by your health care providers to communicate selected test results and other important medical information to you. If you opt in, you may also receive SMS messages regarding activity in connection with your PENRAD Patient Connection Account (see Additional Terms and Conditions: SMS Messaging Services below for more details). PENRAD Imaging assumes no responsibility for how you use the information you obtain from PENRAD Patient Connection. You should direct any questions you have about the data available to you in PENRAD Patient Connection to your physician or other healthcare provider.

You should not use PENRAD Patient Connection to send messages regarding matters requiring urgent attention. While reasonable efforts will be made to provide a timely response to communications through PENRAD Patient Connection, PENRAD Imaging cannot guarantee a specific time frame for a response or that any response will be provided. Delays can occur based on the volume of messages and technology outside of PENRAD Imaging's control. At times, the clinic staff or personnel needed to respond to your message may not be available, so you should allow at least two (2) business days for any response. For these reasons, you should not use PENRAD Patient Connection to communicate with PENRAD Imaging or your healthcare provider in urgent situations. For all urgent medical matters, contact your physician's office directly, or go directly to an emergency room or call 911.

PENRAD Imaging is only able to respond to electronic communications based on the information you provide. If you provide insufficient information, PENRAD Imaging will be unable to provide an accurate or reliable response.

Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT PENRAD IMAGING SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR INJURY, ILLNESS, DISABILITY, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PENRAD IMAGING, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OR YOUR INABILITY TO USE PENRAD PATIENT CONNECTION; (ii) THE COST OF PROCUREMENT OF SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR

CONDUCT OF ANY THIRD PARTY ON PENRAD PATIENT CONNECTION; (v) YOUR USE OF THE INTERNET OR YOUR INTERNET SERVICE PROVIDER; (vi) DEFECTS OR INACCURACIES IN YOUR COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER DEVICE USED TO ACCESS PENRAD PATIENT CONNECTION OR THE SERVICES; OR (vii) ANY OTHER MATTER RELATING TO YOUR USE OF PENRAD PATIENT CONNECTION. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PENRAD IMAGING EXCEED THE TOTAL AMOUNT OF FEES PREVIOUSLY PAID BY YOU TO PENRAD IMAGING RELATING TO THE YOUR USE OF PENRAD PATIENT CONNECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Disclaimer. ANY INFORMATION CONTAINED ON PENRAD PATIENT CONNECTION OR PROVIDED THROUGH PENRAD PATIENT CONNECTION IS PROVIDED ON AN "AS IS" BASIS ONLY AND IT IS NOT INTENDED, OR TO BE CONSTRUED, AS MEDICAL ADVICE, DIAGNOSIS AND TREATMENT, AND IS NOT A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH YOUR INDIVIDUAL MEDICAL NEEDS. WE WILL REGARD ALL ACCESS TO AND USE OF PENRAD PATIENT CONNECTION AS VOLUNTARY AND AT YOUR SOLE RISK. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH PENRAD PATIENT CONNECTION. WE DO NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS OR USEFULNESS OF ANY INFORMATION, PRODUCTS, SERVICES, MERCHANDISE OR OTHER MATERIAL PROVIDED BY USING PENRAD PATIENT CONNECTION GENERALLY. WE DISCLAIM AND MAKE NO WARRANTY OR GUARANTEE THAT PENRAD PATIENT CONNECTION WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

Modifications and Updates. PENRAD Imaging reserves the right to modify, amend and update these Terms of Use at any time by posting amended Terms of Use on PENRAD Patient Connection. Any updates to these Terms and Conditions of Use will be posted on PENRAD Patient Connection from time to time. You acknowledge and agree that it is your responsibility to review these Terms of Use from time to time and to be aware of any such changes. Your use of PENRAD Patient Connection after such posting constitutes acceptance by you of the revised Terms of Use.

Proprietary Rights. The materials on PENRAD Patient Connection are copyrighted by PENRAD Imaging and/or other applicable rights holders. You acknowledge and agree that PENRAD Patient Connection and any necessary software used in connection with PENRAD Patient Connection contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any content contained in sponsor advertisements or information presented to you through PENRAD Patient Connection or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

Indemnity. You agree to release, indemnify and hold PENRAD Imaging, and our directors, officers, physicians, employees, agents and third party licensors harmless from and against any and all liabilities, losses, damages, claims, and expenses, including reasonable attorneys' fees, with respect to (a) any and all injury, disability, death or damage to property (tangible or intangible) arising from or relating to your use of PENRAD Patient Connection; (b) any infringement or violation of any intellectual property rights arising from or relating to your use of PENRAD Patient Connection (including any content); (c) any breach of your representations or obligations under this Agreement; and (d) any activity that occurs under your User ID and password.

PENRAD Patient Connection Use Rights and Restrictions. Subject to the terms and conditions outlined in this Agreement, PENRAD Imaging grants to you a personal, revocable, non-assignable, non-sublicensable, and non-exclusive limited right to (i) use PENRAD Patient Connection and (ii) view all content provided, made available or otherwise accessible via PENRAD Patient Connection. Except as expressly authorized by PENRAD Imaging or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on PENRAD Patient Connection, in whole or in part. You may download and reprint a single copy of the materials from PENRAD Patient Connection for your own personal, noncommercial use only, provided you include all applicable notices and disclaimers. You agree not to modify PENRAD Patient Connection in any manner or form, or to use modified versions of PENRAD Patient Connection, including (without limitation) for the purpose of obtaining unauthorized access to PENRAD Patient Connection. You agree not to access PENRAD Patient Connection by any means other than through the interface that is provided by PENRAD Imaging for use in accessing PENRAD Patient Connection. You shall not, in whole or in part, adapt, translate, modify, decompile, reverse engineer, or disassemble PENRAD Patient Connection, merge PENRAD Patient Connection into other program material, nor shall you otherwise create or attempt to obtain the source code of PENRAD Patient Connection.

Governing Law and Venue. If services are performed in the State of Colorado, this Agreement shall be governed by and shall be construed in all respects under the laws of the State of Colorado, exclusive of its choice of law or conflict of laws provisions.

In all respects, in any claim or action by you directly or indirectly arising under this Agreement or related to your use of PENRAD Patient Connection, you irrevocably agree to submit to the exclusive personal jurisdiction of the state and federal courts located in El Paso County, Colorado. You waive any jurisdictional, venue or inconvenient forum objections to such court. If any of the provisions of this Agreement are held to be unenforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

Rights, Remedy, and Termination. PENRAD Imaging may, in its sole discretion, terminate your access to PENRAD Patient Connection, or any portion thereof, or discontinue providing PENRAD Patient Connection, or any portion thereof. PENRAD Imaging may notify you that you have breached this Agreement and your account is being terminated. These actions are in addition to and not in lieu or limitation of any other right or remedy PENRAD Imaging may have available at

law. Further, PENRAD Imaging shall not be liable to you or any third party for any such termination or discontinuance.

Links to Third-Party Websites. PENRAD Patient Connection may contain links to websites operated by other parties. PENRAD Imaging does not sponsor, operate, control, or endorse any of these sites, nor the products, or services provided by third parties through the Internet, nor does PENRAD Imaging make any guarantee, warranty, or representation regarding the accuracy of the information contained on the websites. PENRAD Imaging has no control over the security or privacy practices of these external websites. Use of other sites is strictly at your own risk. You are responsible for viewing and abiding by the terms and conditions of use and the privacy statements of such other websites.

Contact Information. Questions or comments regarding PENRAD Patient Connection should be directed to PENRAD Imaging at 719-785-9000.

PENRAD Patient Notify Terms and Conditions of Use (SMS Messaging Service)

Program Description. PENRAD Patient Notify allows mobile subscribers to receive alerts about their PENRAD Patient Connection account through SMS text messages on their mobile phones. By opting in to SMS messages from a web form or other media, you are agreeing to receive SMS messages from PENRAD Imaging, LLC. This includes SMS messages for customer care and account notification.

Cost. There are no premium charges for receiving PENRAD Patient Notify; however, standard message and data rates may apply.

Message Frequency. If you receive alerts or information from PENRAD Patient Notify, you will receive one SMS message on your mobile phone each time you have a new message in your PENRAD Patient Connection account. For marketing or survey campaigns, you will receive one SMS message on your mobile phone.

How to Opt-Out of SMS Messaging Service. To opt-out of receiving messages, you may reply STOP on any message or contact us to be removed from SMS messages. You may also log into your PENRAD Patient Connection account, select the Preferences tab and change the Preferred Reminder Method to Email instead of SMS. If you have sent a command in a message or PENRAD Patient Connection to opt-out and have questions about whether it has been processed, please contact PENRAD Imaging by calling 719-785-9000.

Privacy Policy. PENRAD Imaging will use your information in compliance with applicable state and federal laws. For more information on how PENRAD Imaging uses your information, please view our complete [Notice of Privacy Practices](#).