

## Terms of Use

By registering to use this web site and secure services you agree unconditionally to accept the following terms of use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU WILL NOT BE ALLOWED TO REGISTER TO USE THESE SERVICES.

### **Security Disclaimer:**

The Company works to protect this Web Site and make it as secure as possible. Please be aware, however, that unauthorized third parties may possibly obtain illegal access to this Web Site, and may gain access to any transmissions sent or received by any party. By agreeing to these Terms of Use, you acknowledge that any communications may be illegally accessed by third parties, and that the Company is not responsible for any such security breaches.

### **Medical Liability Disclaimer:**

The medical Content on this Web Site is for general informational purposes only and is not intended to provide individualized medical diagnosis, treatment or advice. Reliance on information provided on this Web Site is solely at your own risk. Never disregard professional medical advice, or delay seeking it, because of something you have read on this Web Site. If you have a medical emergency, call your physician or 911 immediately. Do not use this Web Site for medical emergencies.

### **General Disclaimers:**

THE COMPANY DOES NOT REPRESENT OR GUARANTEE THE RELIABILITY, COMPLETENESS, TIMELINESS, OR ACCURACY OF ANY CONTENT PROVIDED BY THE WEB SITE. NOR DOES THE COMPANY MAKE ANY REPRESENTATIONS WHATSOEVER REGARDING THE RESULTS TO BE OBTAINED FROM USING THE WEB SITE. THE CONTENT MAY CONTAIN TYPOGRAPHICAL ERRORS OR INACCURACIES. CHANGES ARE PERIODICALLY MADE TO THE CONTENT, AND MAY BE MADE AT ANY TIME, WITHOUT NOTICE.

### **Limitation of Liability:**

IN NO EVENT SHALL THE COMPANY, OR ANY OF ITS MEMBERS, SHAREHOLDERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, CONTENT PROVIDERS OR REPRESENTATIVES, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR

DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEB SITE OR ANY MALFUNCTIONS, BREAKDOWNS, DELAYS OR COMPATIBILITY PROBLEMS WITH RESPECT TO THE WEB SITE, WHETHER BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT THEORIES, CONTRACT, PATENT OR COPYRIGHT LAWS, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHEN USING THE WEB SITE, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM WHICH MAY BE BEYOND THE CONTROL AND JURISDICTION OF THE COMPANY AND ITS SUPPLIERS. ACCORDINGLY, THE COMPANY SHALL NOT ASSUME ANY LIABILITY FOR, OR RELATING TO, THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SERVICES.

IF YOU ARE DISSATISFIED WITH THE WEB SITE OR ANY OF THE CONTENT CONTAINED THEREIN, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THE USE OF THE WEB SITE.

#### **Restrictions on Use:**

As a condition to your use of the Services you agree that you will not, directly or indirectly through agents, representatives or affiliated persons or entities: (i) use the Web Site in order to invade the privacy of, obtain the identity of, or obtain any personal information about any other user of the Web Site; (ii) modify, erase or damage any information contained on the computer of any user connected to the Web Site; (iii) reverse engineer any portion of the Web Site; (iv) use the Web Site or the Content in any manner that is inconsistent with the limited license granted herein; (v) upload or distribute in any way internet viruses, worms, Trojan horses, corrupted files, or any other software or programs that may potentially cause damage to the operation of the Company's computer systems or web servers or the computer systems of other users of the Web Site; (vi) use the Web Site to send bulk or commercial messages (i.e. "spam") or forge or misrepresent messages headers to mask the originator of the message; or (vii) use the Web Site for illegal purposes.

#### **Passwords:**

As a registered user of the Services, you will select a user password in order to access the Web Site. You are solely responsible for maintaining the confidentiality of your password and agree not to share or give your password to anyone else. You agree to immediately notify the Company if you become aware of any loss, theft or unauthorized use of your password. You may contact us at [THA.CustomerService@tuality.org](mailto:THA.CustomerService@tuality.org) or

503.844.8104 or 866.575.8104.

**Termination:**

The Company reserves the right to refuse access to the Web Site and to terminate your use of the Services at any time without notice if the Company believes that you have violate or acted inconsistently with any provision of these Terms of Use or any applicable law, policy, or regulation, or for any other reason within the Company's sole discretion, with or without cause.

**Acknowledgement:**

You acknowledge that the provisions, disclosures and disclaimers set forth in these Terms of Use are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Notwithstanding any provisions of these Terms of Use, the Company has available all remedies at law or equity to enforce these Terms of Use. There are no representations, promises, warranties or undertakings by the Company contrary to those set forth above.

By clicking on "Yes" you indicate your assent to be bound by these Terms of Use.