

TERMS OF USE / LEGAL NOTICE FOR PENNSYLVANIA AMBULATORY SURGERY ASSOCIATION SITE

The Pennsylvania Ambulatory Surgery Association (“Owner” or “us” or “we” or “our”) owns and operates the www.pasapa.org site (“Site”). The following Terms of Use (“TOU”) govern your use of the Site. Other sites or content owned or controlled by Owner may have their own terms of use and should be reviewed.

Owner may also offer promotions, sweepstakes, contests, services, or features that have their own terms of use, and to the extent any portion of those special terms conflict with these TOU, the special terms will govern for that specific portion.

By using the Site, you agree to be bound by these TOU. If you do not agree to be so bound, you are not authorized to use the Site. These TOU are a legal contract between you and Owner and govern your access to and use of the Site together with any services offered through the Site. Your rights to use the Site are limited by applicable federal, state, and local laws and regulations.

The Site is intended for adults 18 years of age or older. By accessing the Site, you represent that you are 18 years of age or older.

The Site

The purpose of the Site is to provide a wide variety of information on ambulatory surgery centers along with related membership services to Pennsylvania Ambulatory Surgery Association.

The information contained on the Site is provided for educational and informational purposes only. You agree that you will only use the Site for its intended purposes, and not for other commercial ventures without first seeking approval from Owner.

Medical, Legal, and Financial Disclaimers

All Site content is provided for informational purposes only. Nothing on the Site is intended to act as medical, legal, or financial advice, to replace the services of a trained health, legal, or financial professional, and/or to be a substitute for the

medical, legal, or financial advice of a licensed physician, attorney, or financial professional.

TOU Changes

Owner reserves the right to modify these TOU at any time without prior notice. You should visit the Site from time to time to review the current TOU. By using the Site subsequent to any modification of these TOU, you agree to be bound by such modification(s). Owner will highlight any change to these TOU for 30 days after such change(s) is/are made.

Owner does not represent that any of the Site content is completely accurate, and therefore any reliance on the Site is done at your own risk.

Intellectual and Other Property

Other than the exceptions referenced in these TOU or noted elsewhere, all other content on the Site is the property of Owner or an entity that has licensed the content to the owner, including, but not limited to, all marks, logos, names, text, data, documents, messages, pictures, images, video, audio, graphics, links, software and its underlying code, domain name, or other electronic files (referred hereafter as "Owner Content").

Certain elements of Site, including but not limited to, text, graphics, photos, images, video, audio, color selections, organization and layout, are copyright protected under United States and international copyright laws and treaty provisions. Any Owner Content protected by intellectual property laws may not be copied, republished, posted, modified, edited, transmitted, distributed, used to create derivative works of, or reverse engineered without permission, except that you may print out one copy of each Site page solely for non-commercial personal or educational use. No right, title, or interest in any Owner Content is transferred to you as a result of you accessing, downloading, or printing such content from the Site. Any use of Owner Content must display the appropriate copyright, trademark, and other proprietary notices.

You acknowledge that you have no right, title, or interest in or to the Site and/or Owner Content.

Pennsylvania Ambulatory Surgery Association is a mark of Owner. Other marks, names, and logos on the Site are the property of their respective owners.

There may be other content located on the Site not owned by Owner, and you should respect those property rights as well. All rights not expressly granted herein are reserved to Owner.

Copyright Infringement Notification

If you believe that any content on the Site infringes your copyright and you want the content removed from the Site, please send a detailed message (under the Digital Millennium Copyright Act, the following information must be included in the message) to Owner's designated agent for notice of claims of copyright infringement:

- (i). A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii). Identification of the copyrighted work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii). Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Owner to locate the material.
- (iv). Information reasonably sufficient to permit Owner to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v). A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi). A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Owner's Designated Agent is:
PASA Designated Agent
777 East Park Drive,
P.O. Box 8820
Harrisburg, PA 17105-8820
Phone: 717-558-7750, ext. 2680

Owner takes copyright and other intellectual property issues seriously, and will terminate any Site users or related accounts that are connected to valid and repeat copyright infringement complaints.

If you believe that any content on the Site violates or infringes your intellectual property rights, other than related to copyright, please send a detailed email to pasa@pamedsoc.org detailing your allegation. Owner takes infringement of intellectual property rights seriously and will investigate the matter.

Links to Third Party Sites And Other Site Interaction

The Site contains links to external sites not controlled and/or affiliated with Owner. If you use these links, you will leave the Site. Owner provides these links to you only as a convenience. Owner is not responsible for the content at the linked sites, including, without limitation, links displayed on such sites. You access any linked sites at your own risk.

The display of the links are not meant to imply that Owner guarantees, approves, recommends, or endorses the linked sites or any information, content and/or products/services available on those linked sites. The links are not meant to indicate any association with Owner. Owner is not responsible or liable for any linked site nor does Owner warrant that the linked sites or any goods, services, or information on the sites are current, accurate, or error-free. If you access the linked sites, you will be subject to the terms of use, privacy, and other policies applicable to those sites. You visit those sites at your own risk and should consult the sites' policies.

Owner may also allow interaction between the Site and other third party sites such as Twitter and other social media sites. This may include "Like" buttons or other interactions through third party buttons or plugins on the Site that when used,

may allow you to share content from the Site or other content with other persons on or through the third party sites or elsewhere. Please consult the privacy policies of these third party sites before using them to make sure you are comfortable with the level of sharing that will take place once you interact with them. It may be very different than how your UGC and other content is shared on the Site. Owner has no control over these third party sites and you use these interaction functions at your own risk. Owner is in no way liable for any harm to you as a result of using one these interaction functions.

Third Party Advertisements / Sponsors

The Site may contain third party advertisements and/or references to corporate sponsors of the Site. Owner is not responsible for the content of any third party advertisement or sponsor reference, including any linked sites accessible via the advertisements or references. You access any linked sites at your own risk.

The display of any third party advertisements and/or sponsor references are not meant to imply that Owner guarantees, approves, recommends, or endorses any of the third party goods or services unless otherwise stated. The display of any third party advertisements or sponsor information is not meant to indicate any association between these third parties and Owner (other than as an advertiser or sponsor). Owner is not responsible or liable for any third party goods or services, nor does Owner warrant that any third party goods or services are safe, useful for a specific purpose, accurate, free of defects, or otherwise error-free.

Other Prohibited Conduct

In connection with your access and/or use of the Site or any Site services, you agree not to:

- Violate any federal, state, or local laws or regulations.
- Impose an unreasonable or disproportionately large strain on Owner's network or computer infrastructure.
- Engage in any behavior that is designed to hack into or gain unauthorized access to protected areas of the Site and/or Owner's computers, servers or networks, and/or any computers or systems used by other users of the Site.

- Destroy, damage, or impair any portion of the Site or any computers, systems, hardware, or software used by Owner or other users.
- Make unauthorized attempts to modify any information stored on the Site.
- Make attempts to defeat or circumvent security features, or to utilize the Site for any other purpose other than its intended purposes.
- Use any automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Site.
- Use the Site to send spam or unsolicited bulk email.
- Provide false or misleading information when signing up for a Site account.

The previous list of prohibitions is not exclusive. Owner reserves the right to terminate your access to the Site or any Site services for any reason.

By accepting these TOU, you waive and hold harmless Owner from any claims resulting from any action taken by Owner during or as a result of Owner's investigation and/or from any actions taken as a consequence of investigations by either Owner or law enforcement related to your use of the Site.

Indemnity

You agree to indemnify, defend and hold harmless Owner, including its officers, directors, employees, affiliates, agents, licensors, representatives, attorneys, and business partners ("Indemnified Parties"), from and against any and all claims, demands, losses, costs, damages, liabilities, judgments, awards, and expenses (including attorneys' fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages) Owner or any of the Indemnified Parties suffer in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that relates to your use of the Site and/or any Site goods or services, your breach of these TOU, the use of the Site by any person using your password, or any violation of an applicable law or regulation by you. Your indemnification obligation shall survive the termination of these TOU.

Disclaimer of Warranties

YOUR USE OF THE SITE IS AT YOUR OWN RISK.

OWNER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE OR ANY GOODS OR SERVICES OFFERED ON OR THROUGH THE SITE. OWNER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SECURITY, COMPLETENESS, TIMELINESS, APPROPRIATENESS, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUSES, TITLE, AND NON-INFRINGEMENT. THE DISCLAIMER OF WARRANTIES APPLIES TO THE SITE, ITS CONTENT, AND ANY GOODS OR SERVICES OFFERED ON OR THROUGH THE SITE. OWNER DOES NOT WARRANT THAT THE SITE FUNCTIONS OR CONTENT WILL BE UNINTERRUPTED, TIMELY, OR SECURE. OWNER DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE SITE. OWNER DOES NOT WARRANT THAT THE SITE AND/OR CONTENT WILL BE ERROR-FREE, THAT ANY ERRORS ON THE SITE WILL BE CORRECTED, OR THAT THE SITE/SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE SITE AND RELATED CONTENT, INCLUDING ANY GOODS, SERVICES OR INFORMATION PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY REPAIRS IN THE EVENT YOU EXPERIENCE ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SITE OR ANY SITE GOODS OR SERVICES. OWNER MAKES NO WARRANTIES THAT YOUR USE OF THE SITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY FOR SUCH INFRINGEMENT.

Limitation of Liability

IN NO EVENT WILL OWNER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS, AND BUSINESS PARTNERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, ACTUAL, OR OTHER INDIRECT DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOST DATA, LOSS OF GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF: (1) THE USE OR INABILITY TO USE THE SITE OR ANY SITE GOODS OR SERVICES; (2) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE; (3) ANY CLAIM

ATTRIBUTABLE TO ERRORS, OMISSIONS, OR INACCURACIES ON THE SITE; AND/OR (4) ANY OTHER MATTER RELATING TO THE SITE OR ANY GOOD OR SERVICE OFFERED ON OR THROUGH THE SITE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF OWNER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS, AND BUSINESS PARTNERS TO ANY PARTY, REGARDLESS OF THE TYPE OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF \$100.00 OR THE AMOUNT YOU PAID TO OWNER FOR THE APPLICABLE GOOD OR SERVICE OUT OF WHICH THE LIABILITY AROSE.

IF YOU ARE DISSATISFIED WITH THESE TOU, THE SITE, OR ANY GOOD OR SERVICE OFFERED ON OR THROUGH THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

GIVEN THAT SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE LIMITATION OF LIABILITY WILL APPLY TO THE GREATEST EXTENT ALLOWED UNDER THE LAW.

Password/Username Protection

The Site offers a “Members Only” section where ambulatory surgery centers can access additional information. In order to get access to the Members Only content, you will need to fill out the membership application (<http://www.pasa-asf.org/Membership.aspx>). If accepted as a member, you will be issued a user name and password in order to access content through the Members Only section of the Site. You are responsible for maintaining the confidentiality of your password and user name, and agree to notify Owner if your password is lost, stolen, disclosed to an unauthorized party, or otherwise may have been compromised. You are responsible for all activities that occur under your Site membership account. You may only set up one Site membership account, and must do so in your own name. You agree to immediately notify Owner at pasa@pamedsoc.org (mailto: pasa@pamedsoc.org) of any unauthorized use of your Site membership account or any other breach of security in relation to the Site known to you. If Owner suspends or terminates your Site membership

account under these TOU, you acknowledge that all information and content associated with such account will no longer be available to you.

You may cancel your Site membership account at any time by contacting pasa@pamedsoc.org (mailto:pasa@pamedsoc.org).

Geographic Limitation

Owner operates the Site from its headquarters in the United States, and the Site and TOU are intended only for users within the United States. If you use the Site outside the United States, you are responsible for following your applicable local laws and determining, among other things, whether your use of the Site violates any of those local laws. By using the Site, you agree and acknowledge that information about you, including personally identifiable information, may be transmitted to and stored in the United States.

Miscellaneous

You acknowledge that the opinions and recommendations contained on the Site are not necessarily those of Owner nor endorsed by Owner. Any reliance on any opinions or recommendations offered on the Site is done at your risk. Owner does not guarantee or promise that any opinions and/or recommendations on the Site are accurate or will be helpful to any issue you may have. You agree that Owner is not liable to you or anyone else for any harm that might arise as a result of using and/or implementing in any manner any of the opinions or recommendations found on the Site.

Please note that Owner does not accept unsolicited content or ideas you may attempt to transmit to Owner directly. As such, we take no responsibility for such transmitted content or ideas. If you do send Owner unsolicited content or ideas, you agree that Owner may use such content and ideas in any way Owner wishes without any compensation to you.

Any and all disputes relating to these TOU, the Site, and/or any goods or services offered on or through the Site, are governed by, and will be interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws provisions. You hereby irrevocably and unconditionally

consent to submit to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania (USA)(specifically, Common Pleas Court of Dauphin County or the U.S. District Court for the Middle District of Pennsylvania) for any litigation arising out of or relating to the use of the Site, waive any objection to the venue of any such litigation in the Commonwealth of Pennsylvania courts, and agree not to plead or claim in any Commonwealth of Pennsylvania court that such litigation brought therein has been brought in an inconvenient forum.

If any part of these TOU is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of these TOU, all of which will remain in full force and effect.

These TOU constitute the entire agreement of the parties with respect to the Site and supersede all prior communications, promises and proposals, whether oral, written, or electronic, between you and Owner, with respect to the Site.

If you violate any portion of these TOU, Owner reserves the right, without an obligation to do so, to deny you access to the Site and/or remove any UGC you may have posted/uploaded on the Site. If Owner terminates your access to the Site, Owner may also delete your Site membership account. Owner has the right to terminate any password-restricted account for any reason.

Owner's failure to enforce any portion of these TOU is not a waiver of such portion.

The proprietary rights, disclaimer of warranties, representations made by you, indemnities, and limitations of liability shall survive the termination of these TOU.

Owner reserves the right, without notice and reason, to take down or terminate the Site or otherwise revoke any and all access granted to you related to the Site. You agree that Owner is not liable to you or any other third party for this action.

Owner does not assume any liability or responsibility for your use of the Internet or the Site including, but not limited to, any change your computer or related systems may sustain as a result of accessing the Site.

You are free to text link to the Site so long as there is nothing deceptive or infringing about the link. Owner may revoke this linking permission at any time and for any reason.

Certain software elements of the Site and related Site services may be subject to U.S. export laws and controls. As such, no software may be downloaded or exported to any country or foreign citizen that is under a U.S. embargo or that would otherwise violate U.S. law or regulations.

If you need to contact Owner for any reason not already specified in these TOU, please use the following contact information:

Pennsylvania Ambulatory Surgery Association
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P.O. Box 8820
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pasa@pamedsoc.org