

WEBSITE TERMS OF USE

Northeast Imaging Health Professional Corporation

Last Revised: 11/11/2025 (“Effective Date”)

Welcome to the Northeast Imaging Health Website (www.northeast-imaging.com)) (the “Website”). Northeast Imaging Health (collectively “the Company”, “we”, “our” or “us”) offers this Website for the provision of referrals for certain medical diagnostic services (the “Services”) for your personal use. Each individual patient (each a “Patient”) accessing or using the Website or the Services shall be referred to generally in these Terms of Use as (“You” or “Your”). Please read these Terms of Use carefully.

GENERAL TERMS FOR THE USE OF THIS WEBSITE

These Website Terms of Use (“Terms of Use”) describe the terms and conditions of use of this Website by you, the Website viewer, and your rights and responsibilities as a user. By: (a) accessing and using our Website, (b) providing payment for and/or using any Services provided by us thereunder, and/or (c) providing your personal information to us, you agree and are thus bound by all of the terms and conditions set forth herein.

We have the right to revise these Terms of Use without notice to you and thus advise all users of the Website to visit this page frequently to review them. The most current version of these Terms of Use can be viewed by clicking on the “Terms of Use” link posted at [Terms and Conditions](#). By accessing and using this Website, you agree to these Terms of Use and any changes to these Terms of Use that may be in force at that time. If you do not agree to these Terms of Use, please leave this Website.

We encourage you to review our Privacy Policy (“Privacy Policy”), as your agreement to these Terms of Use includes agreement to our Privacy Policy (as referenced below). Additionally, we encourage you to review our Terms of Service (“Terms of Service”), which apply should you wish to make use of our Services.

Should you find other terms, conditions, or disclaimers on pages, applications, or programs within the Website, and you believe there is a conflict between these Terms of Use and those terms, conditions, or disclaimers posted for that particular area of the Website, the terms, conditions, or disclaimers for that particular page, application, or program will take precedence to the extent there is a conflict. Additionally, any conflict arising between these Terms of Use and our Privacy Policy shall be resolved by the Privacy Policy taking precedence with respect to the subject matter in question. Any conflict between these Terms of Use and our Terms of Service shall be resolved by the Terms of Service taking precedence with respect to the subject matter in question.

SITE CONTENT

We operate this Website to facilitate the Services to be provided by diagnostic imaging (“Diagnostic Imaging”) service providers (“Providers”). These Providers deliver Diagnostic Imaging services

through our Website as independent contractors duly licensed, registered, or authorized in their state or jurisdiction. While the Website is intended to serve the general public by providing general information about health care services and may facilitate the provision of Diagnostic Imaging by Providers, the Company itself is not a medical provider, and the Website is not intended to provide medical advice or interfere with the provision of Diagnostic Imaging by Providers. The Website is not offered as an alternative or substitute to medical services, advice, or referrals from a licensed physician. **Any potential or actual emergency should be handled by contacting 911 and/or seeking emergency care immediately.**

Content on the Website is offered to the general public as educational and is strictly informational. Your use of the Website warrants that you will not use it for any purpose that is unlawful or prohibited by these Terms of Use. Although the Company attempts to ensure the accuracy and integrity of the information on the Website, it makes no representations, warranties, or guarantees as to the accuracy of the Website and its content, and as such, it is possible that the Website could include typographical or other errors, or inaccuracies, and that unauthorized additions, deletions, and/or alterations could be made to the Website by third parties. In the event that any inaccuracy arises, please inform us so that it can be corrected.

PERMISSIONS AND RESTRICTIONS FOR USE OF THIS SITE

The Company hereby grants to you a limited, non-exclusive, non-transferable right to access the Website and to use the Services. The Website is for users over the age of 18 for personal, non-commercial use, subject to compliance with these Terms of Use and in accordance with applicable laws. Use of this Website is for your personal, non-commercial use only; you represent that information you provide is true, accurate, and complete, to the best of your knowledge. The Website is intended for use within the United States. Those choosing to access the Website outside of the U.S. are responsible for compliance with all local laws, including those which may apply to the Services provided on the Website which may be prohibited locally.

The contents of this Website, including without limitation, text, design, graphics, images, and other content (collectively, the “Content”) are owned by or licensed to the Company, its third-party vendors, and/or other third parties. The Content is protected under copyright law. Your use of the Website provides limited access to view, download, and print the Content, solely in conjunction with your permitted use. No portion of the Website should otherwise be reproduced, stored, or transmitted by any means for any purpose. Such unauthorized use will constitute violation of copyright, trademark, and other laws. Any copies of copyrighted or trademarked materials, or names obtained from our Website, should retain all copyright and proprietary notices and should not be used without permission. Use of any Content on the Website does not grant ownership rights to such Content or to the Website. You may not sell or modify Content or display Content for public or commercial use.

Unauthorized access to the Website and its Content via hacking is prohibited, as is the use of bots, spiders, scrapers, web crawlers, indexing agents, deep-links, or other such devices, mechanisms, or programs intended to do the same.

Additionally, restrictions to use of the Website include accessing or tampering with non-public areas of the Website or our systems, or the delivery of our systems or the Services. You may not interfere with the access of any Website user, host, or network related to our Website or the Services (e.g., sending viruses, overloading, flooding, spamming, mail-bombing) or attempt to tamper or change any Website-related software.

Any use of our Website or its Content not expressly permitted within these Terms of Use is a breach of the Terms of Use and may violate U.S. laws. The Company reserves the right, in our sole discretion, to deny or suspend use of the Website or Services to anyone for any reason.

USER SUBMISSIONS AND PII

Any information, material, comments, or other communication submitted to us (other than personal health information (“PHI”) as governed by our Terms of Service and our Notice of Privacy Practices) will be treated as confidential and will not otherwise be disclosed to third parties, except for the sole purpose of providing Services to you. We do not collect and store personally identifying information (“PII”) from Website users; any PII collected and received via form submission or email is submitted voluntarily and may be used to respond back to a user as necessary. Any PHI submitted via form submission or email is also submitted voluntarily and its use is governed by our Notice of Privacy Practices. More information regarding PII and its use on our Website and in our Services can be found in our Privacy Policy.

You agree not to provide any user information that: (a) is false, inaccurate, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful or that could encourage criminal or unethical behavior; (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets, or intellectual property rights of any person or entity; or (c) contains or transmits a virus or any other harmful component.

LINKS AND THIRD PARTIES

Our Website may contain links to sites owned by third parties. Such sites are provided solely as resources and as a convenience to our users. These links, and any associated content, are not intended to be an endorsement, recommendation, or referral for any other site or third party, and we are not responsible, nor do we make representation for any content, information, security practices, or privacy policies for these sites and/or third parties. If you, as a user of our Website, decide to access any third-party site using links from our Website, you do so at your own risk. Website users are expected to independently assess whether information and resources from any site, including ours, will meet their needs. You acknowledge and agree that we are not responsible or liable for the content or accuracy of these other websites. Although we attempt to link to trustworthy websites, it is possible that they will contain materials that are objectionable, unlawful, or inaccurate and we will not be responsible or liable for the legality or decency of material contained in or accessed through such other websites. You agree to release and hold us harmless from any and all liability arising from your use of any third-party website or service.

DISCLAIMERS

Use of this Website is at your own risk. We provide no warranty that our Website will operate without interruption or error or that the Website and its server are free from viruses or other harmful technologies. Any subsequent damage to your computer system, or loss of data, that results from your use of the Website falls under your assumed risk and responsibility. Further, while we aim to ensure appropriate and accurate sharing of information, we make no warranties regarding the content of the site, its quality, accuracy, truthfulness, or reliability.

The Website and its Content (inclusive of user submissions) are provided on an “as-is” and “as-available” basis without any warranties of any kind. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, AND SYSTEM INTEGRATION.

You acknowledge and agree that the Providers using the Website to provide Diagnostic Imaging are solely responsible for and will have complete authority, responsibility, supervision, and control over the provision of all such Diagnostic Imaging, including any advice, instructions, treatment decisions, and other professional services performed, and that all diagnoses, treatments, procedures, and other professional services will be provided and performed exclusively by or under the supervision of Providers, in their sole discretion, as they deem appropriate.

LIMITATIONS ON LIABILITY

THE COMPANY SHALL NOT BE LIABLE TO ANY USER OF THE WEBSITE FOR ANY DAMAGES WHATSOEVER RESULTING FROM YOUR USE OR INABILITY TO USE THE WEBSITE, ITS CONTENT, OR ANY THIRD-PARTY SITES LINKED TO THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, OR LOSS OF PROGRAMS OR OTHER DATA), WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOUR SOLE REMEDY TO ANY PROBLEM WITH THIS WEBSITE, INCLUDING ERRORS FROM AND INACCURACIES WITHIN, IS TO CEASE USING THE WEBSITE AND THE SERVICES PROVIDED THEREUNDER. THE COMPANY AND ANY THIRD PARTY WHO PROMOTES THE SERVICES OR PROVIDES YOU WITH A LINK TO THE WEBSITE, SHALL NOT BE LIABLE FOR YOUR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY

INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTY, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ITS USE.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD THE COMPANY, AND ANY SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND OTHER THIRD-PARTY PARTNERS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, DEMANDS, COSTS, AND EXPENSES OF EVERY KIND AND NATURE (INCLUDING ACTUAL, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL), KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED TO, YOUR USE OF THE WEBSITE AND THE SERVICES. YOU WAIVE THE PROVISION OF ANY STATE OR LOCAL LAWS THAT LIMIT OR PROHIBIT SUCH A GENERAL RELEASE.

WAIVER AND SEVERABILITY

Any failure by the Company to enforce any right or provision of these Terms of Use shall not constitute a waiver of such rights or provisions. Should any competent court or arbitrator find any provision herein as invalid or unenforceable, that provision will be enforced to the maximum extent permissible and any and all other provisions of these Terms of Use will remain in full force and effect.

VIOLATIONS AND FEEDBACK

Feedback regarding our Website is welcomed and can be submitted by emailing us at orders@northeast-imaging.com.

Additionally, please report any violations of these Terms of Use to the Company at orders@northeast-imaging.com.