

## Terms and Conditions

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### *Disclaimer/Terms and Conditions Governing General Use of Southeastern Retina Associates, P.C.'s Website*

The following terms and conditions, in addition to those laid out in the Website Privacy Policy apply to the Southeastern Retina Associates, P.C.'s ("SERA" or "we") website. Please read these terms and conditions carefully each time you access this site or any of our other Websites, as the terms may change from time to time.

#### **1. Agreement.**

<https://www.southeasternretina.com/> (the "Website" or the "Site") is an Internet-based online information and communication service provided by SERA. It is sometimes referred to in this Agreement as the Service. You agree to be bound by the terms and conditions of this Agreement, which includes SERA's Website Privacy Policy linked to this Agreement. SERA may modify this Agreement at any time. You agree to review this Agreement periodically to ensure that you are aware of any modifications. Your continued access or use of the Website after the modifications have become effective shall be deemed as evidence of your acceptance of the modified Agreement.

#### **2. License.**

We hereby grant you the right to view and use this Website subject to the terms and conditions of this Agreement. You may download and/or print a copy of information provided in this Website for your personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from the respective copyright holder(s). Our designated contact for obtaining written consent is:

Southeastern Retina Associates, P.C.  
Attn: Compliance Officer

9050 Executive Park Drive, Ste. A202  
Knoxville, TN 37923  
By Telephone: 865-338-3860  
By Email: [compliance@seretina.com](mailto:compliance@seretina.com)

#### **3. Privacy.**

We take your personal privacy seriously. In addition to the publicly accessible pages on this Website, there are sections on the site where you can request more information or submit personal information to be considered for a specific employment opportunity.

For information about how we secure personal information, please read section "12. Security" below. For Information about how we use and secure a registered user's information as well as

your rights and responsibilities regarding the use of these features, please read our Website Privacy Policy, which is incorporated by reference into this Agreement. In addition to these policies, this site fully complies with SERA's Notice of Privacy Practices as required by the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

#### **4. Links to Other Sites**

While visiting this Website, you may leave the site and access certain third party Websites. SERA neither reviews nor controls the content and accuracy of these Websites, and therefore will not be responsible for their content and accuracy. Your access to third party Websites is at your sole risk.

Other Websites on the Internet may contain unedited, sexually explicit, violent, racist or other types of material, which may be offensive to you. Please access other Websites at your own discretion. See our Website Privacy Policy regarding information that may be transferred to third parties by using these links or advertisements.

#### **5. Warranty**

In our content areas, information is provided for educational and entertainment purposes only and should not be interpreted as a recommendation for a specific treatment plan, product or course of action. The content areas should not be relied upon for specific medical advice for you. We and our suppliers assume no responsibility for how you use the information provided through this Service. You should always seek the advice of your physician or other qualified health provider prior to starting any new treatment or with any questions you may have regarding a medical condition.

##### *Health Information*

The health information on this Website is provided by SERA solely for informational purposes as a public service to enhance customer service for our customers and to promote consumer health. It does not constitute medical advice and is not intended to be a substitute for proper medical care provided by a qualified health care professional. SERA assumes no responsibility for any circumstances arising out of the use, misuse, interpretation or application of any information supplied on this site. Always consult with your health care professional for appropriate examinations, treatment, testing, and care recommendations. Do not rely on information on this site as a tool for self-diagnosis. If you have a specific medical condition, please contact your health care provider. Use of this Website does not replace medical consultations with a qualified health or medical professional to meet the health and medical needs of you or a loved one. Please check with a physician or health professional if you suspect you are ill.

You exercise your own judgment when using or purchasing any product or selecting a health care professional through any site or service linked to this Website. In addition, while SERA frequently updates its contents, medical information changes rapidly and therefore, some information may be out of date, and/or contain inaccuracies or typographical errors. Neither

SERA nor its Website endorses any medical or professional service obtained through information provided on this site or any links to this site.

### *Viruses, Worms, Use of Files*

SERA cannot and does not guarantee or warrant that files available for downloading from this site are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. SERA does not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, non-infringement or fitness for a particular purpose) with respect to the files available for downloading from this site. In no event will SERA be liable to you or to anyone else for any decision made or action taken by you or anyone else in reliance on results obtained from use of files downloaded from this site. These files may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason except for personal use is expressly prohibited, unless prior written consent is obtained from the appropriate SERA copyright holder.

### **6. General Disclaimer.**

All Material including any link to other sites and content found at linked sites is provided “as is” and without any express or implied warranties including warranties of merchantability or fitness for a particular purpose. Due to the nature of the Internet, we do not warrant that access to this Website or any of its pages will be uninterrupted or error free. SERA does not warrant or make any representations regarding the usefulness of or the expected results of the material contained on this Website. Note that some jurisdictions may not allow the exclusion of implied warranties so some of the above exclusions may not apply to you. Please check your local laws for any such restrictions.

### **7. Limitation of Liability.**

You agree by accessing this Website that under no circumstances or any theories of liability under international or civil, common or statutory law including but not limited to strict liability, negligence or other tort theories or contract, patent or copyright laws, will SERA be liable for damages of any kind occurring from the use of this Website or any information, goods or services obtained on this Website including direct, indirect, consequential, incidental, or punitive damages (even if SERA has been advised of the possibility of such damages), to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion or limitation of certain damages so some of these limitations may not apply to you.

### **8. User Representations & Responsibilities.**

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use this Website in accordance with this Agreement. You agree to be financially responsible for your use of this Website and to comply with your responsibilities and obligations as stated in this Agreement.

### *User Submissions*

As a user, you are responsible for your own communications and are responsible for the consequences of their posting. You must not, and by using this Website you agree not to, do the following things: post highly confidential information as described in the Notice of Privacy Practices, post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business, post chain letters or pyramid schemes; impersonate another person; or post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

SERA has taken reasonable steps and has employed industry-standard practices and technology to ensure the integrity and confidentiality of your personally identifiable information; however, since even the most secure system can be violated, SERA cannot guarantee security.

Completion and submission of the form provided under Contact Us for use in providing personal information for the purpose of obtaining additional information from the facility or applying for a job opportunity serves as conclusive acceptance of the terms in the Site Disclaimer and Website Privacy Policy.

### *Minors and Child Online Privacy Protection Act*

This Website does not direct content to Minors and does not intend to collect personal information from Minors and therefore is not subject to the Child Online Privacy Protection Act.

If you allow your minor child, or a child for whom you are legal guardian (a “Minor”), to access and use this Website, you agree that you will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor’s access to and use of this Website; and (iii) the consequences of any use.

### **9. The Digital Millennium Copyright Act.**

We reserve the right, but not the obligation, to terminate your access to this Website if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. SERA may deliver notice to you under this Agreement by means of electronic mail, a general notice on this Website or by written communication delivered by first class U.S. mail to your address on record in SERA’s account information, if any.

SERA does not interfere with standard technical measures used by copyright owners to protect materials. We have implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Our designated agent to receive notification of claimed infringement is:

Southeastern Retina Associates, P.C.  
Attn: Compliance Officer  
9050 Executive Park Drive, Ste. A202  
Knoxville, TN 37923

**By Telephone:** 865-338-3860

**By Email:** [compliance@seretina.com](mailto:compliance@seretina.com)

Any written notice regarding any infringement of copyright or of other proprietary rights, should be sent to our designated agent, listed above, and must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of (i) the owner of an exclusive right that is allegedly infringed or (ii) the person defamed.
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- C. Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, including information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.

If you choose to access this Website from outside the United States you do so on your own initiative and are responsible for compliance with U.S. and local laws, if and to the extent that local laws are applicable. Software is subject to United States export controls. No software may be downloaded or otherwise exported or re-exported (i) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national resident of any such country or on any such list. You agree to comply with U.S. export control laws and that you will not transfer any software or other content from this Website to a foreign national or foreign country in violation of those laws.

## **10. Trademarks.**

There are references throughout this Website to various trademarks or service marks and these, whether registered or not, are the property of their respective owners.

## **11. Changes and Applicable Law.**

We reserve the right to make changes to this Website and our Legal Disclaimer/Conditions of Use. We encourage you to review the Website and these terms periodically for any updates or changes. Your continued access or use of this Website shall be deemed your acceptance of these Legal Disclaimers/Conditions of Use and any changes and the reasonableness of these standards for notice of changes. Use of this Website and purchases of products from this Website will be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflict of law provisions. You agree that any legal action or proceeding between you and this Website will be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of Tennessee. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Any cause of action or claim you may have with respect to SERA must be commenced within one (1) year after the claim or cause of action arises. SERA's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. SERA may assign its rights and duties under this Agreement to any party at any time without notice to you.

## **12. Security.**

We will only use the information you submit to provide you with the services you have requested and as otherwise described in this Website Privacy Policy.

*We use secure technology*

In addition to our Website Privacy Policy, we also take the technical side of security seriously. Any personally identifying information you submit is stored on a secure server in a way that maximizes security and confidentiality. Our servers are behind a complex series of firewalls to add an extra layer of security.

*Access to the information you submit*

Information you submit is limited to those employees and staff who have a need to use the information in the following manner:

- Direct response to your inquiry. If you send a non-urgent inquiry through the Contact Us section of this Website, or submit a resume, information is limited to those individuals authorized to review, research and respond to your inquiry have access to that information.

- Website Maintenance. Sometimes our technical staff may view data in the course of their work. They are governed by special rules to assure accesses are for legitimate reasons and we monitor the access to all Web technology.