



**Website Notices – Privacy Policy - Terms of Use**

**Contents**

- **Terms and Conditions of Website Use**
- **Privacy**
- **Protected Health Information**
- **Information Collected Off-Line, Use, Storage, and Sharing**
- **Communications from the website**
- **Links to other websites**
- **Limitation of Liability**
- **Copyright & Trademarks**
- **License and website access**
- **Applicable Law**
- **Disputes**
- **Business Transactions**
- **Disclaimer of Warranties**
- **Questions**

**Terms and Conditions of Website Use**

Thank you for visiting our website and for reviewing these Notices. Medical diagnostic Solutions, LLC (MDS) provide this website to you subject to the following conditions. Please read them carefully. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern our relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use this website.

MDS reserves the right to and may change or update this policy from time to time. You should check this policy periodically to ensure that you are aware of any changes. This policy is effective from 9/1/2013.

**Privacy**

Medical diagnostic Solutions, LLC (MDS) is committed to respecting your privacy and recognizes your need for appropriate protection and management of any information you share with us. Our policy is clear: This website does not collect personally identifiable information (PII) about you unless you choose to provide that information to us. If you provide any of your contact information (e.g. phone number, email address or other comments) by submitting the form on the CONTACT US page of this website this information is delivered to MDS via standard email and is not stored on this website. You may voluntarily download and print various forms from this website. These forms may be filled out by you and/or your healthcare provider and sent to MDS or others by Fax. You do not have to give us personal information to visit or use this website. If you choose to provide us with additional information about yourself through an e-mail message, form, survey, etc., we will only use and/or retain the information as long as needed to respond to your question or to fulfill the stated purpose of the communication.



**Website Notices – Privacy Policy - Terms of Use**

**Protected Health Information**

MDS is required by law under the Health Insurance Portability and Accountability Act (HIPAA) to maintain the privacy of protected health information (PHI) and the required content of this notice is described in [45 CFR 164.520]. For more information about your rights and the disclosure and use of your private health information please refer to our NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION elsewhere on this website. For additional information on your health information, privacy and security rights or the HIPAA Privacy and Security Rules, please visit <http://www.hhs.gov/ocr/privacy/index.html>. This website does not collect protected health information (PHI) as defined by law under the Health Insurance Portability and Accountability Act (HIPAA) as described in [45 CFR 164.520].

**Information Collected Off-Line, Use, Storage, and Sharing**

Any personally identifiable information submitted to MDS via email or Fax from Patients, Healthcare Professionals, Customers or other Entities including but not limited to name, mailing address, telephone numbers, email address, insurance information, and PHI may be stored by MDS off-line. Medical Diagnostic Solutions may share PII or PHI in aggregate form only with third parties. Personally identifiable information is not shared with any third parties (except as described in our NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION). We may use the information to improve our products and services and for internal record keeping. Except as specified below and unless required by law, MDS does not share personally identifiable information with any third parties unless related to services and/or product which may be marketed and/or, bundled and/or provided directly or indirectly by MDS and/or any of its contractors, vendors, or affiliates when that information is necessary to provide services and/or products to or for the party from whom the information was collected as outlined below. If you believe that any information we are holding on you is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any information that is determined to be incorrect.

Medical Diagnostic Solutions may use outside vendors and/or shipping companies and/or a credit card processing company to provide services and fulfill and ship product orders and who may bill customers or their insurance companies for goods and/or services. These companies, to the best of our knowledge, do not retain share, store or use personally identifiable information for any secondary purposes. If you have any questions regarding the security and privacy policies of any of these parties you should address the issue directly with those parties.

Although Medical Diagnostic Solutions makes every effort to preserve user privacy, Medical Diagnostic Solutions may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on Medical Diagnostic Solutions or for law enforcement or by statute.

All information received by is restricted in Medical Diagnostic Solutions' offices, and only individuals who need the information in order to perform a specific job are granted access to personally identifiable information, and the servers that store personally identifiable information are in a secure environment.

**Website Notices – Privacy Policy - Terms of Use****Communications from the Site**

Periodically MDS may send out service or product related announcements, technical information about this website, other information which we think you may find interesting as relate to their medical care, to obtain follow up information or surveys relating to products or services provided by MDS, or other related information and/or communicate with patients, other individuals or other entities (using the contact information which they have provided) and may also communicate (via telephone, email, fax, letter carriers, or other media) with patients or other individuals or entities who have voluntarily provided their contact information to MDS. You can contact MDS at any time to request not to receive such communications. When you visit this website or send e-mails to us, you are communicating with us electronically and consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

**Links to other websites**

This website may contain links or banner ads that link to other websites. Once you have used these links to leave this site, you should be aware MDS has no control over the nature, content or availability of other websites. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question. This privacy statement applies solely to information collected by Medical diagnostic Solutions. The inclusion of any links on *MDS* websites does not necessarily imply a recommendation or endorsement of them. Additionally there may be third-party applications and/or services embedded on this site to improve its functionality and are intended to improve and provide a seamless user experience. Where applicable, privacy policies particular to these applications may be provided.

**Limitation of Liability**

In no event will Medical Diagnostic Solutions be liable for any damages, including without limitation direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (1) use of such web sites or the inability to use such web sites by any individual or entity; or (2) any failure of performance, error, omission, interruption, defect, delay in operation or transmission; or (3) line or system failure or the introduction of a computer virus or other technical sabotage, even if Medical Diagnostic Solutions, its employees, or representatives thereof are advised of the possibility or likelihood of such damages, losses or expenses.

**Copyright & Trademarks**

With the exception of content on this website that is property of other entities and used with permission all content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of MDS or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of MDS, with copyright authorship for this collection by MDS, and protected by international copyright laws.

**Website Notices – Privacy Policy - Terms of Use**

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: You may print or download to a local hard disk extracts for your personal and non-commercial use only. You may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

MDS trademarks or service marks may not be used in connection with any product or service that is not MDS, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits MDS. All other trademarks not owned by MDS or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by MDS or its affiliates or subsidiaries.

**License and website access**

MDS grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of MDS. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another entity; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of MDS. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of MDS and our associates or affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing the MDS name or trademarks without the express written consent of MDS. Any unauthorized use terminates the permission or license granted by MDS. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of *MDS* so long as the link does not portray MDS, its associates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any MDS logo or other proprietary graphic or trademark as part of the link without express written permission.

**Applicable Law**

By visiting MDS, you agree that the laws of the state of Florida, USA without regard to principles of conflict of laws, will govern these conditions of use and any dispute of any sort that might arise between you and MDS or its affiliates or associates.

**Disputes**

Any dispute relating in any way to your visit to this website or MDS or its products or services shall be submitted to confidential arbitration in Florida, USA except that, to the extent you have in any manner violated or threatened to violate the intellectual property rights of MDS, MDS may seek injunctive or other appropriate relief in any state or federal court and you consent to exclusive jurisdiction and venue in such courts. Arbitration shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrators' award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration shall be joined to an arbitration involving any other party subject to the terms and conditions of these notices, whether through class arbitration proceedings or otherwise.

## Business Transactions

In the event Medical Diagnostic Solutions goes through a business transition, such as a merger, being acquired by another company, or selling a portion of its assets, the personal information which has been provided to MDS may in some instances, may be part of the assets transferred. Any transfer of information will be in accordance with 45 C.F.R. § 164.501 (“health care operations” ¶ (6)(iv)). If as a result of the business transition personally identifiable information will be used in a manner different from that stated at the time of collection the appropriate parties will be notified so that they can make an informed choice as to whether or not they should proceed with services that require an outside party.

\*The American Recovery and Reinvestment Act of 2009 was enacted on February 17, 2009. Title XIII of the legislation is the “Health Information Technology for Economic and Clinical Health” or “HITECH” Act. The HITECH Act makes prohibits the sale of protected health information and indicates that it applies to the sale of protected health information in Electronic Health Records. The HITECH Act broadly forbids a covered entity (or business associate) from receiving, directly or indirectly, “remuneration in exchange for any protected health information of an individual unless the covered entity obtained from the individual a valid authorization.”<sup>42</sup> Several exceptions to the prohibition on receiving remuneration apply. Thus, a covered entity may, without an authorization, receive remuneration in exchange for protected health information for: “Sale, transfer, merger, or consolidation of all or part of the covered entity with another covered entity . . . and due diligence related to such activity,” see 45 C.F.R. § 164.501 (“health care operations” ¶ (6)(iv)).

## Disclaimer of Warranties

The information, materials, and services contained on the websites, including but not limited to graphics, links, and other items are provided to Subscribers “as is” and “as available”, with no warranty. Medical Diagnostic Solutions does not warrant or guarantee the accuracy or completeness of the information and materials, and expressly disclaims liability for any errors and/or omissions in such information and materials. To the maximum extent permitted by law, Medical Diagnostic Solutions disclaims all representations and warranties of any kind, whether express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose.

In addition, Medical Diagnostic Solutions does not warrant, guarantee or make any representations regarding the security of accounts, or that its official website shall be free from destructive materials, including but not limited to computer viruses, hackers, or other technical sabotage. Nor does MDS warrant, guarantee or make any representations that access to this website will be fully accessible at all times, uninterrupted, or error-free.

## Questions

Questions regarding our Terms of Use, Privacy Policy, or other policy related material can be directed to Medical diagnostic Solutions via email at: [info@MDSsleep.com](mailto:info@MDSsleep.com)