

## **Terms & Conditions of Use**

BY USING HOUSTON METRO UROLOGY'S ("Houston Metro Urology") WEBSITE (THE "SITE"), YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF USE ("TERMS OF USE"). PLEASE READ THE FOLLOWING CAREFULLY. IF YOU DO NOT AGREE WITH THE FOLLOWING, YOU SHOULD NOT USE THIS SITE.

You must check these Terms of Use periodically, because Houston Metro Urology updates them from time to time. All updates become effective when posted. Additionally, by using the Site you agree to review and follow our Privacy Policy. Together, these Terms of Use and the Privacy Policy form the complete agreement between you and Houston Metro Urology on the topics covered in such documents. The most recent version of these Terms of Use always supersedes any previous version, whether oral or written.

## **Disclaimer – Not Medical Advice**

The Site contains information and material, which is derived from other sources. These sources may change from time to time. The information contained in this Site does not constitute medical advice or medical practice by Houston Metro Urology. The information provided is not meant to be a medical opinion about your specific case. Every patient has unique medical issues, which should be discussed with your own physician. You should not use information derived from this Site as a source of your medical care. We do not warrant or guarantee that the information on the Site is accurate or up to date. When you use the Site, you do so at your own risk.

## **Who May Use the Site**

To use any part of the Site, you must be 13 or older and legally able to agree to the Terms of Use or use the Site with a guardian or other representative who is able to legally agree to the Terms of Use.

## **Not for Commercial Use**

You may not use the Site for any commercial purpose. Unless Houston Metro Urology gives you permission, no material (including but not limited to the text, images, audio and/or video), and no code or software (including but not limited to any images or files incorporated in or generated by the software or data accompanying such software) (individually and collectively the "Materials") may be copied, reproduced, republished, uploaded, posted, publicly displayed, transmitted, or distributed in any way or decompiled, reverse engineered or disassembled. You may download Materials from the Site only for your personal, non-commercial use provided that you keep intact all copyright and other

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### **Use of the Site/Forums**

The Site may include bulletin boards, chat rooms, e-mails, requests for information or other forums ("Forums"). Houston Metro Urology is not responsible for any material posted on the Forums, and it is a condition of your use of the Forums and the Site that you shall not upload, transmit, distribute or otherwise publish through such Forums any content which:

- Violates any law;
- Libels, defames, misleads, is obscene, hateful, racist, harassing, vulgar, pornographic, abusive, threatening, profane or indecent, including images and language;
- Infringes any intellectual property rights of a person or entity, including without limitation, violating a copyright or trademark or other proprietary right or derivative works with respect thereto;

- Violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights;
- In any way exploits any information, software or other material for commercial purposes or which contains advertising, promotion or marketing;
- Solicits gambling or engages in any gambling activity; contains a virus or other harmful component; advocates illegal activity; or
- Advertises or otherwise solicits funds or is a solicitation of funds for goods or services or solicits any illegal act.

Further, you agree to not use the Site and/or Forums to:

- Harm a person in any way;
- Misrepresent your affiliation with a person or agency or impersonate a person or agency, including Houston Metro Urology or its staff;
- Upload content that you do not have a right to transmit, including information from fiduciary relationships, such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements;
- Stalk or harass someone; or
- Use any function of the Site to collect or store personal data about other users unless Houston Metro Urology and the user(s) have authorized you to do so.

While Houston Metro Urology does not and cannot review every message posted by users in the Forums and is not responsible for the content of these messages, Houston Metro Urology reserves the right to delete, move, or edit messages that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or unacceptable as set forth hereinabove or otherwise. You acknowledge that Houston Metro Urology reserves the right to, and may from time to time, monitor any and all information transmitted or received, for operational and other purposes. Use of the Site constitutes consent to such monitoring.

### **No Illegal Activity**

You may not use the Site in any way that would be considered illegal under any state, federal or international law that applies to your use of the Site. Houston Metro Urology may investigate complaints and reported violations of these Terms of Use. If we suspect illegal

or inappropriate activity, we may report it to law enforcement officials, regulators, or other parties. We may disclose user information of anyone or any entity involved in that activity to the extent necessary, including, but not limited to: user profiles, e-mail addresses, usage history, submitted or uploaded materials, IP addresses, and traffic information. If possible, we will take reasonable steps to minimize the disclosure of confidential information of users who are not the target of the investigations, such as by redacting confidential information.

### **Other Prohibited Activities**

You further agree that you will not interfere with the Site or the servers and networks connected to the Site or disobey any requirement, procedure, policy or regulation of a network connected to the Site.

You must not use any part of the Site, its content or its underlying programs to:

- Decompile, extract or disassemble our source code;
- Copy, change, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes any part of the Site, its content or its software, except as allowed by other terms of these Terms of Use;
- Rent, lease, loan, sell, sublicense, or create derivative works from the Site, except as allowed by the terms of these Terms of Use;
- Use software or other method to monitor or copy our Site;
- Determine the Sites architecture or extract information about usage, users, or their identities; or
- Use, export, or re-export any part of the Site or its content in violation of U.S. export control laws.

### **Communications with Houston Metro Urology & Privacy**

You may communicate with Houston Metro Urology by e-mail.

As stated above, to use the Site you must agree to Houston Metro Urology's Privacy Policy, located here [\[insert link\]](#). Houston Metro Urology takes reasonable steps to keep your information confidential. By using the Site you agree that the information that you provide us shall not: (a) be false, inaccurate or misleading; (b) violate the rights of any third party, including without limitation privacy and proprietary rights; (c) be fraudulent; (d) violate any law, statute, ordinance or regulation; (e) be defamatory, trade libelous, unlawfully

threatening or unlawfully harassing; (f) contain any malware, viruses or other computer programming routines that are intended to damage, interfere with, hold for ransom, intercept or expropriate any system, data or personal information; or (g) create liability for Houston Metro Urology.

### **Links to Third Parties**

Houston Metro Urology is not necessarily affiliated with other websites that may be linked to the Site and is not responsible for their content ("Linked Sites"). The Linked Sites, even if co-branded with Houston Metro Urology's logo are not under Houston Metro Urology's control, are for your convenience only, and you access them at your own risk.

You may not create a link to the Site from another website for commercial purposes. Any links to the Site from other websites do not imply any affiliation between Houston Metro Urology and those other websites.

Houston Metro Urology cannot ensure that you will be satisfied with any services that may be promoted on the Site or that you may purchase from a Linked Site, since such products and services may be owned and operated by independent retailers. Houston Metro Urology does not endorse any of the products or services, nor has Houston Metro Urology taken any steps to confirm the accuracy or reliability of, any of the information contained in such advertisements or third-party sites. Houston Metro Urology does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against Clinic Name, its parent, affiliated companies, affiliates and their respective directors, officers, employees and agents with respect to such sites. Houston Metro Urology strongly encourages you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

### **Disclaimers and Limitations of Liability**

Your use and browsing of the Site is at your own risk. If you are dissatisfied with the Site, any of the Materials contained in the Site, or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue accessing and using the Site.

To the fullest extent permissible pursuant to applicable law, under no circumstances, including but not limited to negligence, shall Houston Metro Urology, its parent, affiliates, or their respective directors, officers, employees and agents, or any other party involved in creating or producing, or delivering this Site be liable for any special, direct, incidental,

consequential, indirect or punitive damages arising out of your access to, use of or inability to use, the Site. Houston Metro Urology is not responsible or liable for any damages to, or infections or contamination of your system, computer, equipment, or other property, or delays, inaccuracies, errors, or omissions arising out of your use of the Site or with respect to the Materials contained on the Site whether the Materials are provided or otherwise supplied by Houston Metro Urology or anyone else. In no event shall Houston Metro Urology's total liability for all losses, damages, and causes of action (whether in contract, tort [including but not limited to negligence] or otherwise) exceed the amount paid by you, if any, for accessing the Site. The Site and all Materials contained on it are distributed and transmitted "as is" without representations or warranties or guarantees of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, or non-infringement. The entire risk as to the quality, accuracy, adequacy, completeness, correctness and validity of any Materials rests with you.

You agree to defend, indemnify, and hold Houston Metro Urology, its officers, directors, employees, agents, affiliates, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

This Site is controlled and operated by Houston Metro Urology from its offices in New York, the United States of America. Houston Metro Urology makes no representations or warranties that Materials on this Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable. No software from this Site may be downloaded, exported or re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions.

Software from this Site is further subject to United States export controls and may not be downloaded by any person or entity prohibited by any U.S. law, rule, regulation or order or otherwise exported or re-exported into any country to which the U.S. has embargoed goods.

### **Governing Law**

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of New York without giving effect to any principles of conflicts of law. Any action you bring to enforce these Terms of Use or any matters related to this Site shall be

brought in either the State or Federal Courts located in New York. If any provision of these Terms of Use is void or unenforceable in whole or in part, the remaining provisions of this agreement shall not be affected thereby.

### **Enforcing Houston Metro Urology's Rights**

When you use the Site, you agree that any use that violates these Terms of Use may cause irreparable injury to Houston Metro Urology. If you do not follow these terms, you agree that Houston Metro Urology will: (1) have the right to non-monetary relief, including a court order requiring you to stop or to perform any relief a court may impose, and (2) not have to post any bond or other security.

### **No Waiver**

No waiver by Houston Metro Urology of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The titles used in these Terms of Use are used for convenience only and are not to be considered in construing or interpreting these Terms of Use.

### **Third Party Rights**

Houston Metro Urology and any contributor or other third-party submitting materials to the Site has the right to enforce these Terms of Use with regard to Disclaimers and Limitations of Liability against you on its own behalf.

### **Severability & Waiver**

If any part of the Terms of Use is found invalid or unenforceable, Houston Metro Urology and you agree that:

- All other parts of the Terms of Use are valid,
- The intended meaning of the invalidated part will be replaced with language that closely matches Urologic Health
- Texas's original intent, and
- This Terms of Use remain valid.

Even if a term of the Terms of Use goes unenforced, Houston Metro Urology does not waive any part of these Terms of Use, unless it does so in writing.

### **Notification of Alleged Copyright Infringement**

Houston Metro Urology reserves the right to remove any content that allegedly infringes a third party's copyright or otherwise violates the rights of any third party, or for any reason whatsoever, and to prohibit further use of the Site by the individuals responsible for said infringement or violation. Houston Metro Urology also reserves the right to pursue any party that submits an erroneous declaration. If you believe that any content appears on the Site is in violation of your copyright or other proprietary rights, you should send a notice to Houston Metro Urology by first-class mail, return receipt requested, at the following address listed below, with the following information:

- Identification of the copyrighted work claimed to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit Houston Metro Urology to locate the material.
- Information reasonably sufficient to permit Houston Metro Urology to contact you, such as an address, telephone number, and, if available, an e-mail address.
- The signature of the complaining party.
- Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
- Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

### **Modification to Terms of Use**

Updated versions of the Terms of Use will appear on this Site and are effective immediately. Your continued use of the Site after any update constitutes your agreement to be bound by the updated Terms of Use. You are responsible for regularly reviewing the Terms of Use.

### **Questions**

If you have any questions about these Terms of Use please contact us at:

Houston Metro Urology  
4223 Richmond Ave.  
Suite 200





Houston, TX 77027

If you have a question about Houston Metro Urology's HIPAA policies, please contact via [email](#).