

# **User Agreement**

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## **Section 1. INTRODUCTION**

### **Introduction**

HQMT.com provides dynamic Web based interactive tools to healthcare providers and hospitals. We allow users the ability to quantify, compare and conceptualize services of healthcare providers in multiple formats and applying various accepted measures where available.

### **Ownership**

The HQMT.com website (the "Site" or "HQMT.com") is owned and operated by UCompareHealthCare, LLC. We allow users to access comparative information on health care providers at the desired level of interest of the user. The information is provided by us and by third party providers ("Suppliers"). Such information may consist of, but not limited to, such things as articles, references, text, graphics, tables, data, databases, images, search engines, programs and other material ("Content"). UCompareHealthCare LLC owns or has license to the intellectual property which when assembled creates the Content appearing at HQMT.com, or we clearly reference information to be in the public domain. Under this User Agreement, you may use HQMT.com only for your own lawful purpose. Any other use of the Site or its Content (such as reproduction, resale, republication, redistribution or retransmission or the generation of derivative work) is strictly prohibited. You must comply with the "Use of Content" as well as all other sections of this Agreement.

### **Acceptance Procedure**

When you use this Site you are indicating your agreement to the Terms and Conditions of Use. You agree to these Terms and Conditions in order to use the HQMT.com Site. If you do not agree to all of the Terms and Conditions of this Agreement, do not use this Site. We reserve the right, at our sole discretion, to change the terms and conditions of this Agreement at anytime, and your continuing use of the Site constitutes your acceptance of this changed Agreement as well as any changed terms and conditions.

### **General Disclaimer; No Medical Advice.**

The Content of HQMT.com is provided for informational and comparative purposes only. We provide comparison data based on the criteria that you select. We do not provide specific medical advice or create any kind of physician-patient relationship. We intend to provide the user access to relevant information on specific healthcare providers for comparison purposes only. The Content is not intended in any way to be a substitute for professional medical advice. We want to make clear that neither the Content nor any other service offered by or through HQMT.com is intended to be relied on for medical diagnosis or treatment of any kind whatsoever. We request each user to read all of the disclaimers that we have clearly included for your benefit. This information is important for proper interpretation. As part of our services, HQMT.com lists the names of specific hospitals and other healthcare providers in our database. Inclusion, and any

reference or results, of any provider in our database does not constitute an endorsement of or warranty relating to the services provided by those providers. The information provided to you is based solely on the information you, the user, selects. HQMT.com has gathered its comprehensive Content from Federal and State government agencies and other high quality verifiable sources. Much of the data that is gathered is known as “self reported” data. This means that information is provided by the specific Hospital. HQMT.com references this in the display of the applicable data. HQMT.com assumes no liability or responsibility for damage or injury to persons or property arising from any use of any hospital, clinic, nursing home, facility, provider, person, product, service, information, or idea contained in the material provided. HQMT.com reserves the right to change or discontinue at any time any aspect or feature of its Site.

**Limits of HQMT.com & UCompareHealthCare LLC's Liability;**

Disclaimer of Consequential and/or Punitive Damages: The Content comes from sources believed to be accurate, but may contain inaccuracies or typographical errors. HQMT.com makes no representations or warranties about the results to be obtained from using the Site or the Content. Your use of HQMT.com and the Content is made solely at your own risk. You acknowledge that in your use of the HQMT.com site, information will be transmitted over multiple forms of medium and all of which are beyond the control of UCompareHealthCare LLC, and its Suppliers. Accordingly, UCompareHealthCare LLC assumes no liability whatsoever, relating to delays in receiving information, failure, interruption or corruption of any form of data or other information transmitted in connection with the use of the site. If for any reason your use of the site or the content results in the need for servicing or replacing data or equipment, UCompareHealthCare LLC is not and will not be responsible for those costs. You acknowledge through your use of the Site and acceptance of this User Agreement that all Content is provided on an “as is” basis with no warranties implied, expressed or otherwise. UCompareHealthCare LLC, HQMT.com, its Providers, Suppliers disclaim all warranties, either expressed, implied, or otherwise, including but not limited to the implied warranties of Merchantability, Non-Infringement of third parties’ rights, and fitness for a particular purpose. UCompareHealthCare LLC, its licensors and its Suppliers make no representations or warranties about the accuracy, reliability or completeness of the data used or presented. In no event shall UCompareHealthCare LLC, HQMT.com, its licensors, Suppliers or any third party mentioned at HQMT.com be liable for any damage whatsoever including, without limitation, incidental consequential or punitive damages, lost profits, or damages resulting from lost data or business interruption as a result of the use of the “Site” or the inability to use the “Site”. The aforementioned applies whether or not UCompareHealthCare LLC advises of the possibility of such damages.

**Use of Content**

When you accept the Terms and Conditions of Use, you are authorized to view or download reports of the Content at HQMT.com solely for your personal,

professional, individual, corporate and noncommercial use. The Content is not for resale or distribution to any other person or entity. You may not remove any copyright notices from our materials. We reserve all our other rights. This means you must not copy or sell our Content, rewrite or modify it, reproduce, translate, distribute, transmit, download, upload, create derivative works from, compile mailing lists, establish independent data files, reverse engineer, or disassemble any aspect of our Content, or use it for any commercial purpose, without our prior written permission, which permission may be unreasonable withheld. If you desire to seek permission to use our Content, please direct your inquiry to [Legal@ucomparehealthcare.com](mailto:Legal@ucomparehealthcare.com) The Content of the Site is protected by copyright under both United States and foreign laws (© 2006, UCompareHealthCare, LLC., P.O.Box 925, Framingham, MA 01701 (All rights reserved.) Title to the Content shall not pass to you or any other person or entity. Unauthorized use of the Content may violate copyright, trademark, and other laws for which you will be responsible for any and all damages resulting therefrom or associated therewith. You may reproduce limited excerpts of the data for personal use only, provided that each such copy contains a copyright notice as follows: Copyright © 2006, UCompareHealthCare LLC. All rights reserved. Content is subject to change without notice at the sole discretion of UCompareHealthCare LLC. If you violate any of these Terms and Conditions, your permission to use the Content may automatically terminate.

## **Section 2. Privacy Policy**

### **Privacy Policy Introduction**

HQMT.com is committed to making your on-line experience as enjoyable, secure and safe as possible. This policy will provide the user with information as to the methods we use to gather personal information, how we safeguard that information and what we do with the collected information. The purpose of our Privacy Policy is provide the user with the methods by which our company respects your privacy and further that we have instituted policies and procedures to protect personal information. It is our goal to develop trust with our customers and demonstrate our on-going efforts to build trust and confidence with all of our users.

### **To Whom this Statement Applies**

This Privacy and Security Statement applies only to HQMT.com. This policy is not intended to govern any existing or future web sites and/or services operated by third parties or companies affiliated in anyway with UCompareHealthCare LLC. UCompareHealthCare LLC's officers, members, directors, employees, agents' contractors and subcontractors are required to honor this Privacy and Security Statement.

### **The Personal Information we collect, where it is gathered and how it is used**

If you choose to use our services from this site, you must provide the following information: email address and user password. The following services are where we gather your Personal Information and details on how it is used.

### **Online Reports**

To process your reports, to contact you regarding your report, or to answer any questions/concerns you might have expressed.

### **Online Use**

As a registered member of our site, you give us permission to store your Personal Information. This information is "remembered" each time you use this site and allows us to customize your site experience to your interests.

### **The Personal Information We Share and With Whom We Share It**

HQMT.com and UCompareHealthCare LLC does not share your Personal Information with anyone. Under certain situations, we may be required to disclose Personal Information in compliance with applicable laws.

### **How You Can Control the Use of Your Personal Information**

If you should have a need to change your Personal information the following will describe the avenues available to the user for this purpose.

1. email us at: [Legal@ucomparehealthcare.com](mailto:Legal@ucomparehealthcare.com), and include your name, address, telephone number, email address, and a note of instruction; or
2. call us at 1-508-877-0884; or
3. write to us at: UCompareHealthCare LLC, Attention Customer Service, P.O. Box 925, Framingham, MA 01701, and include your name, address, telephone number, and a note of instruction; or
4. if you have any questions about the genuineness of an email you receive that appears to be from UCompareHealthCare LLC, contact us at [Legal@ucomparehealthcare.com](mailto:Legal@ucomparehealthcare.com) and do not furnish personal information in response to the email.

**Use of Cookies.** When accessing the site, HQMT.com we may need to place a cookie on the customer's hard drive (if the customer accepts cookies). This cookie is used primarily as the customer's "key" to the members' only area. However, additional information may be placed in this cookie in order to allow HQMT.com to function properly. The cookie itself does not contain any personally identifying information, except when such information has been supplied by a subscriber or registered user. If you have registered with HQMT.com the information in your "cookie" may be used to provide a more personalized experience on our Web site.

**Tracking Statistics.** In order to better serve our customers, HQMT.com gathers statistics regarding website usage. We collect information regarding how many users there are, when they visit the Site, what part of the country they are from, and what website referred them to HQMT.com. This information does not involve the use of cookies and is only used internally.

**Changes to this Privacy Policy Statement.** We re-evaluate this policy on an ongoing basis based on feedback from visitors. HQMT.com reserves the right to unilaterally change its privacy policy. However, if there are any changes to the use of personally identifying information and data that is different from that stated at the time of collection, we will notify you by posting a notice on our website.

**Contact Information.** HQMT.com welcomes your comments regarding this Statement of Privacy; please contact us by e-mail at [legal@ucomparehealthcare.com](mailto:legal@ucomparehealthcare.com) or postal mail at:

**HQMT.com Privacy  
UCompareHealthCare, LLC  
801 Water Street Suite 107  
Framingham, MA 01701**

### **Section 3. General Information**

#### **Comparison Data**

HQMT.com uses data that has been obtained from what is believed to be the most reputable sources available. In the display of this information we make reasonable efforts to present the comparison data in the most factual format possible. We also clearly state limitations of the data which will alert the user to certain statistical issues that may arise from review of the data and consequential interpretation by the user. This is provided to make sure the user is familiar with the comparison data presented and has the opportunity to read and understand the complexity of the analysis they are viewing. The user should review the methodology section prior to interpretation of the comparative data. As a user of this site you agree to use your best efforts to recognize any limitations so as to better understand the comparative analysis which is presented. The conclusions you derive should be used with caution and are provided to allow you to further research your healthcare quality initiative.

#### **Linking to Other Sites**

From time to time we will provide links to other web sites, not owned or controlled by UCompareHealthCare LLC. We do this because we think this information might be of interest or use to you or where we can provide you with value added services and information. While we do our best to ensure your privacy, we cannot be responsible for the privacy practices of other sites. A link to a non-HQMT.com web site does not constitute or imply endorsement by UCompareHealthCare LLC of that site or any of its contents or advertisers. Additionally, we cannot guarantee the quality or accuracy of information presented on non-UCompareHospital.com web sites. We encourage you to review the privacy practices of any web site you visit.

### **Linking to Us**

We allow a simple link from your Web site to ours. However, you must first ask in writing for, and receive our written permission if you intend to frame our site or incorporate pieces of it into a different site or product in a way that is not clear to our users. You may not link to us if you engage in illegal, obscene, or offensive content, or if the link in any way has a negative impact on our reputation.

### **Advertisements**

HQMT.com accepts no revenue from advertisements.

## **Section 4. Miscellaneous Terms**

### **Governing Law**

UCompareHealthCare LLC, is organized in the State of Maine, USA. This Agreement shall be construed and enforced in accordance with the laws of the State of Massachusetts. In the event of a conflict between any provision of this Agreement and the governing laws of any other state, the provisions of this Agreement shall control and take precedence. If you access HQMT.com from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Any action brought in connection with the use of this site or the services offered at this site shall be brought in the State of Massachusetts. By agreeing to the Terms of this User Agreement you reaffirm your understanding of this policy.

### **Notification of Changes**

If there is a change to the Terms and Conditions of Use, HQMT.com will post a notice on our Homepage so you will always be aware of the rules governing your use of our website. Your continued use of the website following notice of such modification indicated your acceptance of any such modification. It is the user's sole responsibility to check the area regularly to determine whether these provisions have been modified. If you do not agree to any modification of these provisions, you must immediately stop using the site.

### **Severability**

Each provision of this Users Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceable or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

### **No Waiver**

UCompareHealthCare LLC's failure to insist upon or enforce performance of any provision of this User Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any of these provisions.

## **Mediation and Arbitration**

The parties agree that all controversies, disputes, and claims among the parties hereto arising out of this User Agreement, and all questions concerning the validity, interpretation and enforcement of this Agreement, shall be determined by arbitration conducted in accordance with this Section "Mediation and Arbitration". Any arbitration initiated under this User Agreement shall be conducted before a single neutral arbitrator appointed by the parties to the arbitration. For purposes of this User Agreement an arbitrator shall not be considered "neutral" if the arbitrator has previously served as an arbitrator for a dispute involving any party to the arbitration or is a present or former lawyer, employee or consultant of any party to the arbitration or an Affiliate of any such party. The arbitrator shall be knowledgeable in matters that are the subject of the dispute, and shall not have any current or past substantial business or financial relationships with any party to the arbitration. Any arbitration under this User Agreement shall be initiated by written request of the User to UCompareHealthCare LLC. Copies of any such request shall be served on the other parties to the arbitration, and shall specify the issue or issues in dispute. Within (10) ten business days after receipt of such a request, authorized representatives of the parties to the arbitration shall confer and attempt to agree upon appointment of a single neutral arbitrator. If such agreement is not accomplished within (15) fifteen business days after receipt of such a request, any party to the arbitration may request the American Arbitration Association ("AAA") to administer the arbitration and to appoint an arbitrator in accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of contrary agreement by all parties to the arbitration. An arbitrator appointed by the AAA shall be a neutral arbitrator, shall be knowledgeable in the matters that are the subject of the dispute, and shall not have any current or past substantial business or financial relationship with any party to the arbitration, all as more fully set forth above. Any arbitration hereunder shall be conducted in Framingham, Massachusetts unless otherwise agreed to by the parties to the arbitration. Unless otherwise agreed, the arbitrator shall render a decision within ninety (90) days of appointment and shall notify the parties to the arbitration in writing of such decision and the reasons therefore. Each party to the arbitration shall be responsible for its own costs, including attorneys' fees, incurred during the arbitration process and for one-half of the cost of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties to the arbitration, and judgment on the award may be entered in any court having jurisdiction. Nothing in this Section "Mediation and Arbitration" shall preclude, or be construed to preclude, the resort by any party hereto to a court of competent jurisdiction solely for the purposes of securing an injunction.

## **Trademark Notices**

UCompareHealthCare, LLC owns the names used for our products and services on HQMT.com, and these names are protected by trademark laws in the US and internationally. No trademarks may be used or produced in any fashion without the express written consent of UCompareHealthCare, LLC. All other brand or



product names are the trademarks or registered trademarks of their respective holders and are clearly referenced on the Site.

### **Anti Kickback Notice**

You will not use this Web Site, in violation of any laws including without limitation, those pertaining to the fraud and abuse or anti-kickback provisions of the federal Medicare and Medicaid laws. Any advertisement, links with other web sites, co-hosts or references to third parties are not endorsements of such third parties' products or services and are not intended to result in any referrals or compensation to you or UCompareHealthCare LLC.

### **Termination**

HQMT.com or UCompareHealthCare LLC may terminate or limit your access or usage of the Web Site and the material at any time without notice, with or without cause and may also take any legal action we think is appropriate. If your violation of this Agreement causes harm to others, you hereby agree to hold UCompareHealthCare LLC and HQMT.com harmless against any liability resulting from or arising out of that harm.

### **Conclusion**

Thank you for taking the time to read and your anticipated compliance with these Terms and Conditions of Use. We hope you find HQMT.com helpful and convenient to use. Questions or comments regarding these Terms and Conditions of Use should be directed by email to:

[legal@ucomparehealthcare.com](mailto:legal@ucomparehealthcare.com)

or by mail to:

**Legal Department**  
**UCompareHealthCare LLC.**  
**P.O.Box 925**  
**Framingham, MA 01701**