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- If we provide social media features with certain content, you make take such actions as are enabled by such features.

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You agree that you will not:

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- Use the Website to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm The Hearing Center of Excellence or users of the Website or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website.

- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

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### Healthcare Disclaimer

The information presented on this Website is not intended to be medical advice and should not be relied upon as such. If you suspect a hearing problem, The Hearing Center of Excellence strongly urges you to consult with a qualified physician or hearing professional.

### Disclaimer of warranties

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The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

### **Indemnification**

You agree to defend, indemnify and hold harmless The Hearing Center of Excellence, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including

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### Waiver and severability

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If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### Privacy policy introduction

Your privacy on the Internet is of the utmost importance to us. At The Hearing Center of Excellence, we want to make your experience online satisfying and safe. Because we gather certain types of information about our users, we feel you should fully understand our policy and the terms and conditions surrounding the capture and use of that information. The information you provide is safeguarded. This Privacy Policy discloses what information we gather and how we use it. It applies to information we collect on this Website, including through electronic messages between you and the Website (for example, when you submit a message using our "Customer Service/Feedback" form or when you complete the "Request an Appointment" form). It does not apply to information collected by us offline or through other means, or to information collected by third parties, including through any application or content that may link to or be accessible from this Website. By accessing or using this Website, you agree to this Privacy Policy. Please review it carefully.

### Information The Hearing Center of Excellence gathers and tracks

We gather three types of information about users:

- Information that users provide through optional, voluntary submissions. This information may include personal information, such as your name, phone number, email address, state and zip code. We collect this information to respond to requests from users, customize our features for individual visitors who are The Hearing Center of Excellence customers and to notify customers about updates to our site and products or services.
- Information that we collect automatically as you navigate the Website. This information may include usage details, IP addresses and information collected through tracking technologies such

as cookies and web beacons. Information The Hearing Center of Excellence gathers through aggregated tracking is used to determine which areas of our sites users like and don't like based on traffic to those areas. We do not track what individual users read, but rather how well each page performs overall. We collect this information in order to determine how to create the best experience for our customers. We may track search terms entered in our Search function as one of many measures of what interests our users, but this tracking is never associated with an individual user.

- Chat sessions. If you use The Hearing Center of Excellence's online chat capability with our Customer Service group, the chat information may be stored for quality control purposes.

#### Policy amendment

The Hearing Center of Excellence approaches Internet communications with a strong commitment to individual privacy rights and concerns. As the Internet evolves, our policy will continue to change and develop. We therefore reserve the right to amend this Privacy Policy at any time with or without prior notice. Please check this page periodically for changes. Your continued use of the sites following any changes to this Privacy Policy will constitute your acceptance of such changes.

#### Use of personal information

The Hearing Center of Excellence strictly protects the security of your personal information and honors your choices for its intended use. We disclose your information to no third parties unless it is specifically stated otherwise. We may use third party contractors to help us operate our business and the sites or administer activities on our behalf, and may share your personal information with these contractors for those limited purposes. We use your information solely to fulfill services, transact a purchase, and help us improve our website and product offering to you. Notwithstanding any other provision to the contrary, **The Hearing Center of Excellence** reserves the right to cooperate with local, state and federal officials in any investigation relating to any purported illegal activity(ies) and, when required by law, regulation, legal process or government requests, to disclose any personal information furnished by you or collected by The Hearing Center of Excellence to law enforcement authorities or other relevant or related third parties.

Some of the features on this Website allow you to communicate with us using an online form. If your communication requests a response from us, we may send you a response via e-mail. The e-mail response or confirmation may include your personal information, including your name, address, etc. We cannot guarantee that our e-mails to you will be secure from unauthorized interception.

#### Accessing and correcting your information

You may contact us if you wish to view, edit, or delete your personal information from our database, and we will use commercially reasonable efforts to accommodate your request. You may also contact us if you believe that any inaccurate or inappropriate information has been obtained or provided to others through your use of this Website.

### Your California privacy rights

California Civil Code § 1798.83 permits our visitors who are California residents to request certain information regarding our disclosure of personal information to third-parties for their direct marketing purposes. To make such a request, please contact us and indicate whether you are a California resident.

California law requires us to let you know how we respond to web browser “Do Not Track” signals. Our Website does not currently support “Do Not Track” codes. That is, The Hearing Center of Excellence does not currently respond to or take any action with regard to “Do Not Track” requests.

### Users outside of the U.S

Your information may be stored and processed in the United States or any other country in which The Hearing Center of Excellence or its affiliates, subsidiaries or agents maintain facilities. Your information may be processed in countries with different data protection standards than your country of residence. By using this site and providing The Hearing Center of Excellence with your personal information, you agree that you have read this policy and consent to any transfer, processing or storing of your information outside of your country of residence.

### Children

Consistent with the Federal Children's Online Privacy Protection Act of 1998 (COPPA), we will never knowingly request personally identifiable information from anyone under the age of 13 without requesting parental consent.

### Cookies and other automatic data collection technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system and browser type.
- The Website may use "cookies" and other technologies such as pixel tags and web beacons.

We may place a text file called a "cookie" in the browser files of your computer. The Hearing Center of Excellence uses cookies to track user traffic patterns (as described above). You can refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You do not need to have cookies turned on to use this site; however, it will help you to participate more actively in some features.

Our Website permits you to use a third party social networking platform such as Facebook, Twitter, and Google+. This includes use of social media plugins such as Facebook "Like", Tweet and Google "+1" buttons, etc. When you use social networking platforms and plugins, you share

your information with them and their privacy policy applies to disclosure of such information. In addition, these social networking platforms may collect information about you, including your use of the Website. Such services may allow your activity to be monitored across multiple websites for purposes of delivering more targeted advertising. Please note that their own privacy policies apply and we encourage you to read them. We may add new social networking plugins and buttons to our Websites from time to time.

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### Links to other websites and services

The The Hearing Center of Excellence Websites may contain links to other sites that are not under our control. These Websites have their own policies regarding privacy. You should review those policies when visiting the Websites. The Hearing Center of Excellence has no responsibility for linked websites and is not responsible for the content of any such site. The Hearing Center of Excellence provides these links solely for the convenience and information of our visitors.

### Security

The Hearing Center of Excellence operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorized individuals have access to the information provided by our customers. Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk.

### Entire agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and The Hearing Center of Excellence with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

### Contact Us

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