

Terms of Use for PACS PROS LLC

Effective Date: August 2, 2025

1. Acceptance of Terms

By accessing or using the website ("Site") of PACS PROS LLC ("Company", "we", "us", or "our"), you agree to be bound by these Terms of Use ("Terms") and our Privacy Policy. If you do not agree to these Terms, you must immediately discontinue use of the Site.

2. Nature of the Site

The Site is provided for informational and demonstration purposes only. Specifically:

- a) It provides general information regarding the services offered by PACS PROS LLC.
- b) It may include non-production, demonstration versions of Picture Archiving and Communication Systems (PACS) solely for evaluation.
- c) The Site is not for medical use and must not be used for clinical diagnosis, treatment, or any healthcare operations.
- d) All medical images, reports, and patient information are fictional and do not represent real individuals.

3. Authorized Users

The Site is intended for business professionals and potential customers of PACS PROS LLC. You must be at least 18 years old to use the Site.

4. User Responsibilities

You MUST NOT:

- a) Upload, submit, or transmit any real Protected Health Information (PHI) or personally identifiable information of any patient or individual.
- b) Use the Site for any medical purpose or clinical decision-making.

- c) Reverse-engineer, decompile, disassemble, or otherwise attempt to derive source code from the Site or any software made available on the Site.
- d) Use the Site in violation of any applicable law, including but not limited to HIPAA, HITECH, or state privacy laws.
- e) Introduce any malware, viruses, or harmful code.

5. Data Collection and Handling

Our data practices are detailed in our Privacy Policy. By using the Site, you agree to the collection and use of data in accordance with the Privacy Policy.

Highlights include:

- a) Cookies and Tracking Technologies: We use cookies for essential site functions and analytics. We do not use advertising cookies. You can manage cookie preferences through your browser settings.
- b) Web Form Submissions: If you submit a form, we collect name, email, organization, and message. We retain this data for 30 days, after which it is automatically deleted. Never include PHI in any form.
- c) Demo System Usage: The demo system uses synthetic data only. User interactions are logged for technical purposes and deleted after 48 hours. Do not upload any real patient data.

6. Privacy Policy Integration

Our Privacy Policy, available at <https://www.pacspros.llc/privacypolicy>, is incorporated into these Terms by reference. By using the Site, you consent to the data practices described therein.

7. Intellectual Property Rights

All content, software, designs, logos, and other materials on the Site are the property of PACS PROS LLC or its licensors and are protected by copyright and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Site for its intended purposes. No commercial exploitation, reproduction, or derivative works are permitted.

8. Disclaimers and Limitations of Liability

- a) The Site and its content are provided "AS IS" without warranties of any kind, either express or implied. We disclaim all warranties, including merchantability, fitness for purpose, and non-infringement.
- b) We are not liable for:
 - Any inaccuracies or errors in the demo content.
 - Any loss or corruption of data.
 - Actions of third parties (hacking, data breaches).
 - Misuse of the Site or violation of these Terms.
- c) The Site is provided with SSL/TLS encryption, but we make no guarantees regarding the security of data transmission over the Internet.

9. Data Retention Summary

Data Type	Collection Method	Retention Period
Session Cookies	Browser storage	End of session
Analytics Data	Google Analytics	26 months
Webform Submissions	Contact forms	30 days
User Interactions	System logs	48 hours
Uploaded Files	Demo interface	Immediate deletion

10. Indemnification

You agree to indemnify and hold harmless PACS PROS LLC and its members, employees, and agents from any claims, losses, damages, or expenses arising from your use of the Site or violation of these Terms.

11. Termination

We may terminate or suspend access to the Site without prior notice for any violation of these Terms. All provisions that by their nature should survive termination shall survive.

12. Amendments

We may update these Terms from time to time. The updated version will be posted on the Site. Your continued use after the effective date constitutes acceptance.

13. Governing Law and Jurisdiction

These Terms are governed by the laws of the State of California without regard to conflict of law principles. Any disputes will be resolved in the state or federal courts located in Orange County, California.

14. Contact Information

For questions about our Terms of Use, contact:

PACS PROS LLC
23 Corporate Plaza Drive, Suite 150
Newport Beach, CA 92660

Email: info@pacspros.llc

15. WARNING

THIS SITE IS NOT A MEDICAL SYSTEM. SUBMITTING REAL PATIENT DATA IS STRICTLY PROHIBITED AND MAY RESULT IN LEGAL LIABILITY. BY USING THE SITE, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTOOD OUR TERMS OF USE AND OUR PRIVACY POLICY AND WILL COMPLY WITH ALL PROVISIONS.