

Terms of Use

Effective Date: 5 August, 2025

Welcome to the Downtime PACS ("DTP", "Company", "we", "our", or "us") website. By accessing or using this site, you agree to the following Terms of Use. If you do not agree, please do not use the site.

1. Acceptance of Terms

Your use of this website constitutes your agreement to these Terms of Use and our Privacy Policy, incorporated herein by reference. We may update these terms at any time with thirty (30) days' advance notice for material changes. Continued use after the effective date indicates your acceptance of those changes.

2. Use of Content and Intellectual Property

All content on this site—including text, graphics, logos, images, videos, and other materials—is the property of DTP or its licensors and is protected by copyright, trademark, and other intellectual property laws.

Permitted Use: You may browse the site and use its content for informational, non-commercial purposes only. You may print or download content for personal reference.

Restrictions: You may not copy, reproduce, distribute, republish, download, display, post, transmit, or create derivative works without express written permission. Commercial use of any content is prohibited.

User Submissions: Any information you submit through contact forms, feedback, or other site features becomes our property and may be used for business purposes without compensation.

3. Data Collection and Privacy

Information Collection: We collect information you voluntarily provide through contact forms, newsletter subscriptions, and website analytics. Our collection and use of personal information is governed by our Privacy Policy.

Cookies and Tracking: We use cookies and similar technologies to improve site functionality and analyze usage patterns. You can control cookie preferences through your browser settings.

Data Security: We implement reasonable security measures to protect personal information, including encryption for data transmission and secure storage practices.

Breach Notification: In the event of a data security incident affecting your personal information, we will notify you within 72 hours of discovery and comply with applicable notification requirements.

4. Acceptable Use Policy

You agree not to:

- Use the site for any unlawful purpose or in violation of applicable laws
- Attempt to gain unauthorized access to our systems or other areas of the site
- Introduce viruses, malware, or other harmful code
- Interfere with or disrupt the site's functionality or security
- Use automated tools to scrape or harvest content without permission
- Submit false, misleading, or defamatory information
- Violate others' privacy or intellectual property rights

Violation may result in immediate termination of access and legal action.

5. Website Availability and Support

Availability: While we strive for continuous availability, we do not guarantee uninterrupted access to the website.

Maintenance: We may perform scheduled maintenance that temporarily limits access. We will provide reasonable notice when possible.

Technical Support: Website support is available through our contact forms. Response times vary based on inquiry complexity.

6. User Rights and Contact Preferences

Data Rights: You have the right to:

- Access the personal information we have collected
- Request correction of inaccurate information
- Request deletion of your information subject to legal requirements
- Opt-out of marketing communications at any time

Communication Preferences: You can update your communication preferences or unsubscribe from marketing emails through the links provided in our communications or by contacting us directly.

7. Accessibility Compliance

We are committed to making our website accessible to all users. Our site complies with Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards and Section 508 requirements.

If you encounter accessibility barriers, please contact us at accessibility@downtimepacs.com, and we will work to provide alternative access methods.

8. Third-Party Links and Content

Our site may contain links to third-party websites, social media platforms, or other external resources. These are provided for convenience and do not imply endorsement. We are not responsible for the content, privacy practices, or security of external sites.

9. Warranties and Disclaimers

Limited Warranty: We strive to provide accurate and up-to-date information but do not warrant the completeness, accuracy, or reliability of any content.

Disclaimer: THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Information Accuracy: While we make reasonable efforts to ensure information accuracy, content is for general informational purposes only and should not be relied upon for business or medical decisions.

10. Limitation of Liability

Liability Limits: Our total liability for any claims arising from your use of this website shall not exceed \$1,000.

Excluded Damages: We shall not be liable for any indirect, incidental, consequential, or punitive damages arising from your use of or inability to use the website.

User Responsibility: You assume all risks associated with your use of the website and any actions taken based on information obtained from the site.

11. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from:

- Your use of the website
- Your violation of these terms
- Your violation of any third-party rights
- Any information or content you submit to the site

12. International Use

This website may be accessed internationally. If you access the site from outside the United States, you are responsible for compliance with local laws and regulations.

Content and services referenced on this site may not be available or appropriate in all jurisdictions.

13. Termination

We may terminate or suspend your access to the website at any time, with or without notice, for conduct that we believe violates these terms or is harmful to other users or our business interests.

Upon termination, your right to use the website immediately ceases, but provisions regarding intellectual property, disclaimers, liability limitations, and indemnification survive.

14. Dispute Resolution

Governing Law: These terms are governed by the laws of the State of Ohio without regard to conflict of law principles.

Dispute Resolution Process:

1. Direct negotiation for thirty (30) days
2. Binding arbitration under American Arbitration Association Commercial Rules
3. Arbitration shall take place in Ohio with one arbitrator

Exceptions: Either party may seek injunctive relief for intellectual property violations or other irreparable harm.

Class Action Waiver: All disputes must be resolved individually; class actions are prohibited.

15. Miscellaneous

Entire Agreement: These terms constitute the entire agreement regarding your use of this website.

Severability: If any provision is deemed invalid or unenforceable, the remainder of these terms remain in effect.

Assignment: You may not assign your rights under these terms. We may assign our rights in connection with a sale, merger, or other business transfer.

Waiver: Our failure to enforce any provision does not constitute a waiver of that provision.

Force Majeure: We are not liable for delays or failures due to circumstances beyond our reasonable control.

Contact Us

General Inquiries: info@downtimepacs.com

Legal Matters: legal@downtimepacs.com

Privacy Questions: privacy@downtimepacs.com

Accessibility Issues: accessibility@downtimepacs.com

Mailing Address:

Downtime PACS
4215 Walnut Creek Lane
Sandusky, OH 44870

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