

South Atlanta Vascular Institute

Website Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE SOUTH ATLANTA VASCULAR INSTITUTE (SAVI) WEBSITE.

Your access and use of this website is subject to and governed by these Terms and Conditions of Use and all applicable laws. SAVI may revise and update these Terms and Conditions at any time and in its sole discretion and such revisions are binding on the Site users. Your continued usage of the Site will mean you accept and agree to any such changes.

THIS SITE DOES NOT PROVIDE MEDICAL ADVICE.

The contents of the Site are for informational purposes only and are NOT a substitute for professional medical advice, diagnosis, treatment, or substitute for a formal medical consultation. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. We cannot provide specific advice or opinions regarding one's diagnosis, treatment, or specific protocols or prescribing information on the Site. You should always consult your physician regarding the specifics of your case. Nothing contained in this Site, including the questions and answers posted, is intended to be medical advice, diagnosis, or treatment. Reliance on any information provided by SAVI is solely at your own risk. No representation or warranty is made, either expressly or tacitly, for the accuracy, completeness, usefulness, timeliness, reliability, or adequacy of any resources, information, apparatus, product, or process available at or from this Site.

Any transmission of information from this Site to you is not intended to create nor does it create a physician-patient relationship between you and SAVI or any SAVI physician.

USE OF CONTENT

You should assume that everything you see or read on the Site, including but not limited to all designs, text, graphics and files and the selection and arrangement thereof, is protected by copyright under United States and foreign laws, unless otherwise noted, and may not be used without the express written permission of SAVI, except as provided in these Terms and Conditions of Use or in the text on the Site. SAVI neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties who are not owned by or affiliated with SAVI.

Images of people or places displayed on the Site are either the property of, or used with permission by, SAVI. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these Terms and Conditions of Use or specific permission provided elsewhere on the Site. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

GENERAL DISCLAIMER

Use and browsing of the site is at your own risk. Neither SAVI nor any other party involved in creating, producing, contributing to, or delivering the site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the site. Without limiting the foregoing, everything on the site is provided to you on an “as is” basis, and, to the fullest extent permitted by law, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, and freedom from computer virus.

Specifically, SAVI makes no representations or warranties about the following: the accuracy, reliability, completeness including errors or omissions, timeliness of the content, software, text, graphics, links, or communications provided on or through the use of the Site. In no event shall SAVI, its business associates or any third parties mentioned on the Site be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Site or the content, whether based on warranty, contract, tort, or any other legal theory, and whether or not SAVI is advised of the possibility of such damages.

When using the Site, information will be transmitted over a medium that may be beyond the control and jurisdiction of SAVI and its affiliates, licensors, and suppliers. Accordingly, SAVI and its affiliates, licensors, and suppliers assume no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site. SAVI and its affiliates, licensors, suppliers, and Content providers also assume no responsibility, and shall not be liable, for any damages to, or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the site. SAVI is not responsible for the contents of any off-Site pages, or any other sites linked to the Site. Your linking to any other off-Site pages or other sites is at your own risk.

USER SUBMISSIONS

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and non-proprietary. You agree that you will not send or transmit to the Site any communication or content that infringes or violates any rights of any party.

Anything you transmit or post may be used by SAVI or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, SAVI is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information.

You should be aware that when you disclose personal information (including, username, e-mail address, personal details about yourself, etc.) on the public areas of the Site (including message boards, etc.) you do so voluntarily, and that such information can be collected and used by others and may result in unsolicited messages from other posters or parties.

PRIVACY

You agree that your use of the Site is also subject to the Privacy Policy which is part of these Terms and Conditions. If you are submitting any information from outside of the United States, you are consenting to use of the information by SAVI and its business associates in accordance with the SAVI Privacy Policy.

INDEMNITY

You agree to defend, indemnify, and hold SAVI and its affiliates, employees, contractors, agents, licensors, suppliers, and Content providers harmless from and against any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable attorney's fees, resulting from, or alleged to result from, your violation of these Terms and Conditions of Use.

JURISDICTION

SAVI is based in Georgia. Most of the physicians, health care providers, and others who are contributors of the Contents of the Site are licensed, if required, only in the State of Georgia. You expressly agree that exclusive jurisdiction for any dispute with SAVI, or in any way relating to your use of the SAVI Site, resides in the courts of the State of Georgia; and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Georgia in connection with any such dispute including, without limitation, any claim involving SAVI and its affiliates, employees, contractors, agents, licensors, suppliers and Content providers.

These Terms and Conditions of Use are governed by the internal substantive laws of the State of Georgia, without respect to its conflict of laws principles. If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any of the terms and conditions shall be deemed a further or continuing waiver of such term or condition of any other term or condition.

MODIFICATION TO TERMS AND CONDITIONS

SAVI may at any time, in its sole discretion, revise these Terms and Conditions of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions.