

**Agiliti, Inc.**  
**Website Terms of Use**  
**Last Updated November 1, 2018**

**\*\*\*IMPORTANT, PLEASE READ THESE TERMS OF USE CAREFULLY\*\*\***

Agiliti Health, Inc., Agiliti Surgical, Inc., and Agiliti Imaging, Inc. ("Agiliti", "we", "our" or "us") provide this Site for eligible users conditioned on acceptance of these Website Terms of Use.

**1. Acceptance of Website Terms of Use.** To use this Site, you have to confirm your agreement to these Website Terms of Use by checking the "I accept the Terms and Conditions for the use of MyAgiliti" box. By checking the "I accept" box, you acknowledge that you have read these Website Terms of Use, understand them and agree to be bound by them. If you do not agree to be bound by them, you should not check the "I accept" box, and you will not be given access to this Site.

Agiliti may change this Site or these Website Terms of Use at any time. We encourage you to review them regularly for any changes. Your continued use of this Site constitutes your acceptance of these changes.

**2. Eligibility to Use this Site; Registration.** This Site may be used only by users ("Customer Users") who are designated and furnished with usernames and passwords by customers of Agiliti ("Customer Sponsors") and have set up an account by completing Agiliti's registration process. As part of the registration process you must provide complete and accurate information as prompted and choose a user name and password. You agree that all data that you provide in establishing your account is accurate and complete, that you will maintain and promptly update the data, and that you consent to the storage of the data in this Site. You are responsible for maintaining the confidentiality of your user name and password. You agree to notify Agiliti and your employer immediately of any known or suspected unauthorized use of your password, user name or account or any other breach of security. Agiliti will not be liable for any loss that you may incur as a result of someone else using your password, user name or account.

**3. Permitted Use of this Site.** If you are eligible, have registered with Agiliti and have agreed to these Website Terms of Use, Agiliti will provide you access to this Site. You agree to access and use this Site solely for the purpose of viewing the content therein, requesting equipment and/or accessories, accessing, updating, modifying and managing data for your Customer Sponsor, and downloading or printing copies of that data and related content, for the internal business purposes of your Customer Sponsor. Your access rights are personal, nonexclusive, and nontransferable and your rights may be terminated by Agiliti at any time.

**4. Restrictions.** Agiliti reserves all rights in this Site not granted in these Website Terms of Use. By using this Site, you agree not to:

- permit any party who is not an authorized Customer User to access this Site
- attempt to access the accounts of any user of this Site other than your own account
- damage, disable, undermine, overburden or impair this Site or the servers or networks used in connection with this Site
- modify or create any derivative works based on all or any part of this Site
- attempt to access the source code or object code of this Site

- engage in any behavior that is offensive or harmful to Agiliti or others, including use of this Site to:
- transmit, upload, post or link to any content that is libelous, defamatory, obscene, pornographic, sexually explicit, unlawful, threatening, abusive, vulgar or that invades another person's privacy
- post or publish any information that is known to be false or misleading
- impersonate any other person
- post or publish any content that violates the copyright or right of publicity or any other right of another person
- transmit a software virus or other computer code, files or programs designed to interfere with, disable or destroy the software, hardware or telecommunications equipment of another person
- use any system, including without limitation robots, spiders, web scrapes or offline readers, that uses automated processes to access this Site or sends more requests to this Site than a human could reasonably produce in the same period of time
- post, transmit or link from SPAM or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or would otherwise violate applicable law.

**5. Monitoring.** Agiliti may electronically monitor this Site and may disclose any data, records, or electronic communication of any kind pursuant to Agiliti's Privacy Policy

**6. Limited Warranty, Disclaimer.** THE SITE AND ALL CONTENT, DATA, MATERIALS AND DOCUMENTATION PROVIDED IN CONNECTION WITH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SITE MAY PERIODICALLY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, TRANSMISSION INTERFERENCE, INTERRUPTIONS, CONGESTION AND OUTAGES; HARDWARE OR SOFTWARE MALFUNCTIONS; PERIODIC MAINTENANCE OR REPAIRS; DEFECTS IN THE SITE OR OTHER CAUSES.

**7. Exclusive Remedy.** If you are dissatisfied with this Site (including these Website Terms of Use), your sole and exclusive remedy is to discontinue using this Site.

**8. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE IN THESE WEBSITE TERMS OF USE OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGILITI AND ITS LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST OR CORRUPTED DATA OR CONTENT, OR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF USE OF THIS SITE OR ANY SUBJECT MATTER OF THESE WEBSITE TERMS OF USE, EVEN IF AGILITI HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL AGILITI HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING FROM YOUR PERMITTED USE OF THE SITE.

**9. Intellectual Property.** You understand that Agiliti retains all ownership rights in this Site (including all content). All trademarks, service marks and trade names are owned by Agiliti or other respective owners.

The entire content of this Site, including, but not limited to, text, design, software, photography, video, graphics, music, sound, information and the selection, coordination, arrangement, and enhancement thereof, is protected under the copyright laws of the United States of America,

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**10. Governing Law; Jurisdiction; Venue.** The laws of the State of Minnesota will govern these Website Terms of Use, without reference to its conflicts of law principles.

**11. Third Party Links.** This Site may contain links to other sites on the Internet that are owned and operated by third parties ("Linked Sites"). Such links are provided solely for your convenience as pointers to information that may be useful to you. We are not responsible for the content, advertising, products, services or other materials made available on or through any Linked Site or for your use of them. Linked Sites are likely to have their own terms of use, and you are responsible for reading them to ensure your own compliance. Agiliti will not be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in connection with a Linked Site.

**12. Waiver and Severability.** The failure of Agiliti to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held to be unenforceable, that provision will be removed, and the remaining provisions will remain in full force and effect.

**13. Violations.** Please report any violations of these Terms of Use to [security@agilitihealth.com](mailto:security@agilitihealth.com)

**14. Termination.** Agiliti reserves the right to terminate, suspend or deny, in its sole discretion, your access to all or any portion of the Site if (a) you fail to comply with these Website Terms of Use, (b) you cease to be authorized by your Customer Sponsor, or (c) your Customer Sponsor ceases to purchase services from Agiliti. If you have an account, you acknowledge and agree that Agiliti may immediately deactivate or delete your account and all related data and files in your account, bar any further access to such data, files and the Site, and disable your password on termination of these Website Terms of Use.

**15. Entire Agreement.** These Website Terms of Use and the Business Associate Agreement (if any) in effect between Agiliti and your Customer Sponsor, together with the Agiliti Privacy Policy, are the entire and exclusive agreement between you and Agiliti with respect to your access and use of this Site.