

## Terms of Use

BuckheadFMV makes the BFMV Benchmark Report, Pre-Owned Medical Equipment Prices (hereinafter, “Data”) available for purchase on the express condition that purchasers who view, download, or otherwise access or use Data expressly agree to these Terms of Use. If you do not accept these terms, you may not view or otherwise use Data for any purpose.

### Purchaser Use of Data

BuckheadFMV has expended significant resources gathering, assembling, and compiling Data. Purchasers have certain non-exclusive rights to use of Data. Purchaser may analyze Data and use that information to provide services to Purchaser’s customers. Data may be processed and aggregated by Purchaser to create new products and services. Data may be referenced and cited in reports and other publications. Purchaser may not, however, sell, distribute, transfer, publish (in print or electronically), lease, or lend Data or any significant portion of Data.

Purchasers are not authorized by BuckheadFMV to use Data with the intent or effect of representing a BuckheadFMV business function such as, but not limited to, an appraisal or consulting service. Products developed or services offered using these Data may not include the BuckheadFMV logo or any text or other content suggesting they are a product of BuckheadFMV.

### Data Warranty

Data are expressly provided AS IS. BuckheadFMV makes no warranty of any kind, express or implied, concerning this information, including but not limited to any warranties of fitness for any particular purpose. BFMV assumes no responsibility or legal liability concerning Data’s accuracy, reliability, completeness, timeliness, or usefulness.

Data are not intended to constitute an appraisal or consulting advice nor are Data to be used as a substitute for specific advice from a professional. Users should not act (or refrain from acting) based upon information in Data without independently verifying the information and obtaining any necessary professional advice. Users are solely responsible for ensuring the accuracy, currency, and other qualities of any products derived from or in connection with Data.

### Liability Disclaimer

BuckheadFMV disclaims any responsibility or legal liability to users for damages of any kind, including lost profits, lost savings, or any other incidental or consequential damages relating to the provision of Data or the use of the information. BuckheadFMV expressly disclaims any responsibility to defend or indemnify users against claims of others based on use of Data. Users assume the risk of using these Data and shall have no remedy at law or equity against BuckheadFMV in case Data provided are inaccurate, incomplete, or otherwise defective in any way.

### Data Updates

Data are collected from various sources and may be modified over time without notice. All users should check for updates regularly and ensure the most current version of Data is being used.

### Termination of Data Availability

BuckheadFMV reserves the right to modify Data in any way or discontinue providing any or all Data at any time without notice and is not liable for any modification, suspension, or discontinuation of access to Data. Additionally, BuckheadFMV may require the termination of any and all display, distribution, or other use of any or all Data for any reason including, without limitation, the violation of any provision of these Terms of Use.