

## Terms of Use Agreement

### **1. ACCEPTANCE OF THE TERMS OF USE**

Please read this Terms of Use Agreement (the “Agreement”) carefully. It is a legal and binding contract between you (“User”) and Oakland Community Health Network and its affiliates (“OCHN,” “we,” “us,” or “our”). When you access the OCHN online website and its services (“Site”), you agree that you understand the agreement and agree to be bound by it in its entirety. If you are registering for OCHN services on behalf of a corporation or other legal entity, you represent that you have the authority to bind the legal entity, and you agree that the legal entity and its employees and agents will be bound by each and every provision of the Agreement. If you do not agree with the terms of the Agreement, you must immediately discontinue your use of the Site. This Agreement applies to your use of OCHN’s public-facing website. This Agreement does not apply to any other program or service of OCHN.

The terms of this Agreement will cover any situation where you use and access the Site or you permit a person to use and access the Site, even if that person is not listed on your account information.

Please read this Terms of Use Agreement carefully before you start to use the Site. By using the Site, you accept and agree to be bound by and abide by this Agreement and our Privacy Policy incorporated herein by reference. If you do not agree to the terms within this Agreement, then you should not access or use this Site.

### **2. GRANT OF LICENSE, OWNERSHIP OF WEBSITE, AND OWNERSHIP OF INTELLECTUAL PROPERTY**

Based on the conditions set forth in this Agreement and other policies incorporated herein by reference, OCHN hereby grants you a limited, personal, non-exclusive, non-transferable, and revocable license to use OCHN’s website, and software contained within. OCHN retains all rights, title, and interest to the website and Software, as well as all rights in the related documentation, if any. OCHN retains all intellectual property rights in and to its Software, including, but not limited to, rights under federal copyright laws, federal patent laws, or any applicable state laws. You may not delete or in any manner alter any copyright, trademark, and other proprietary rights notices or markings appearing on any information that you receive from OCHN, or which appears on OCHN’s website.

Where applicable, you also agree that you will:

- Create, access, and/or use only one user account, unless expressly permitted by OCHN; and
- Not share access to your account or access information for your account with any third party.

Using our Site does not give you ownership of or any intellectual property rights in our Site or the content you access.

### **3. CONTENT OFFERINGS**

OCHN offers access to various training courses and content ("Content Offerings") from OCHN staff and other providers ("Content Providers"). While we seek to provide world-class Content Offerings from our Content Providers, unexpected events do occur. OCHN reserves the right to cancel, interrupt, reschedule, or modify any Content Offerings, or change the point value or weight of any assignment, quiz, or other assessment, either solely, or in accordance with Content Provider instructions. Content Offerings are subject to the Disclaimers section below.

### **4. DISCLAIMERS**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND ALL INCLUDED CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. OCHN SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE OCHN PARTIES FURTHER DISCLAIM ANY AND ALL LIABILITY RELATED TO YOUR ACCESS OR USE OF THE SERVICES OR ANY RELATED CONTENT. YOU ACKNOWLEDGE AND AGREE THAT ANY ACCESS TO OR USE OF THE SERVICES OR SUCH CONTENT IS AT YOUR OWN RISK. OCHN DOES NOT WARRANT THE OPERATION OF THE WEBSITE OR SOFTWARE CONTAINED WITHIN WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE OR SOFTWARE WILL BE CORRECTED.

### **5. OWNERSHIP OF YOUR DATA AND CONTENT**

- OCHN owns any data, information or materials that you submit to OCHN in the course of using its Site ("Customer Data"). You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and OCHN shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. Customer Data does not include course content or other materials made available on or placed on the OCHN platform by or on behalf of OCHN or their instructors offering the services.

### **6. PROHIBITED CONDUCT**

You agree that you will not use the Site to:

- Distribute anyone else's copyrighted material, intellectual property, or trade secret information without written permission of the owner;
- Interfere with privacy or publicity rights of others;
- Send sexually-explicit images; use obscene, defamatory, threatening, harassing, abusive, or hateful language;
- Embarrass any person, group or company;
- Upload or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of the website or the contents therein;

- Pretend to be another person by using their password or otherwise; or
- Harm minors in any way.

## **7. RESTRICTIONS**

OCHN's website contains copyrighted material, trade secrets, and other proprietary material. In order to protect them, and except as permitted by applicable legislation, you may not: (a) Decompile, reverse engineer, disassemble, modify, translate, otherwise reduce the Software to a human-perceivable form, or make any attempt to discover the source code; (b) Modify, network, rent, lend, loan, distribute, or create derivative works based upon the software in whole or in part; (c) Electronically transmit the software from one computer to another or over a network; or (d) Sublicense, rent, or lease any portion of the software to another user.

## **8. INFORMATION DISCLAIMER**

The information on this website is only intended to be general summary information for public use. This information does not replace written law or regulations, nor does it replace professional medical advice, diagnosis, or treatment. If you have questions about a medical condition, always seek the advice of a doctor or other qualified health professional.

## **9. SECURITY**

OCHN takes commercially reasonable measures to secure and protect information transmitted to and from OCHN's website. However, OCHN cannot and does not guarantee that any such communications or any electronic commerce conducted on or through the website is or will be totally secure. Where access to the Site requires an account or log-in information, you agree and understand that you are responsible for maintaining the confidentiality of any login user ID and any password that you create or may be assigned to you by OCHN, and you are fully responsible for all access and any activity that occurs through use of your user ID or password. You agree to immediately notify OCHN of any unauthorized use of your user ID or password or any other breach of Site security of which you become aware. You also agree to take such further steps as may be reasonably requested by OCHN to prevent unauthorized use of your user ID and password. OCHN cannot and will not be liable for any loss or damage arising from any unauthorized access or use of your User ID or password.

## **10. INTERNET DELAYS**

The Site may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. OCHN is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## **11. INDEMNIFICATION**

You agree that you will, at your expense, defend, indemnify, and hold harmless OCHN and its affiliates, officers, directors, employees, agents, and attorneys from and against any and all claims, demands, liabilities, costs, expenses (including attorney's fees), losses, damages, judgments, or settlements arising or resulting from:

- Any claims, demands, actions, and other proceedings by any party, including any third party, arising out of or relating to this Agreement;
- Your use of the software and its interfaces;
- Your use of any third party's services or products;
- Your collection, distribution, dissemination, sharing, use, or sale of information provided by Content Providers;
- Your violation of any local, state, federal, or international laws or breaches of this Agreement; and
- Any act or omission by you or your agents, employees, or independent contractors for any services agreed to be performed by any third party.

## **12. TERMINATION**

OCHN reserves the right to terminate this Agreement and to refuse, restrict, or discontinue service or access to the Site in the event that any information provided by a User in the account registration process is, at any time, untrue, inaccurate, or incomplete or if a User otherwise fails to comply with the terms of this Agreement or any licenses, purchase orders, or other agreements that the User has with OCHN to use the Site.

## **13. CONFIDENTIALITY**

You agree that the Site and any software contains proprietary information, including, but not limited to, trade secrets, know-how, and other confidential information that is OCHN's exclusive property. During the effective period of this Agreement and all times afterward, you and your agents agree that you will not disclose any trade secrets, know-how, or confidential information to third parties without OCHN's prior written authorization. You further agree to take the necessary precautions to safeguard and maintain the confidentiality of OCHN's trade secrets, know-how, and confidential information. You agree that any breach of this section will irreparably harm OCHN and that OCHN is entitled to seek injunctive relief in addition to any other remedies that OCHN may have at law or in equity.

## **14. MISCELLANEOUS**

**Jurisdiction** – This Agreement shall be deemed to be a contract that is made under the laws of the State of Michigan, U.S.A., and for all purposes shall be interpreted in its entirety in accordance with the laws of said state. No litigation or other claim that is connected in any manner herewith shall be instituted or conducted in any court other than a competent court in the State of Michigan. By accepting this Agreement, you hereby consent to personal jurisdiction and venue in a competent in Oakland County. By accepting this Agreement, you also irrevocably waive and renounce any right that you may have had to institute litigation or a claim of any type whatsoever in any jurisdiction other than in the State of Michigan. If any action shall be brought on account of any breach of or to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

**Entire Agreement** - This Agreement, including all exhibits and documents directly referenced, constitutes the entire agreement between the parties with respect to the subject matter hereof, and

supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

**Modification** - OCHN reserves the right to modify and update this Agreement without prior notification. If you refuse to agree to any modifications or updates to this Agreement, OCHN reserves the right to immediately terminate this Agreement and your access to OCHN's website. OCHN has the right to modify and/or update the Site without prior notice.

**Severability** - The terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect. Your rights under this Agreement are not assignable or transferable

## **15. DISCLAIMER**

OCHN's web pages contain links to other World Wide Web sites on the Internet which are not under the control of OCHN. The links to other web sites do not constitute nor imply OCHN's endorsement of the content, viewpoint, and/or accuracy of information posted on the other web sites. The mere fact that OCHN's web site links to other web sites does not mean that OCHN represents the contents or the policies of other web sites. Providing these links serves only as a convenience to OCHN's Site Users.

OCHN does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, graphics, links and other items contained on this server or any other server. Such materials have been compiled from a variety of sources, and are subject to change without notice by OCHN. Commercial use of the information or our online services is prohibited without written permission of OCHN.

## **16. ACCEPTANCE**

You hereby agree that, in order to utilize the Site and provided software, you must accept this Agreement. You hereby agree that you have read this Agreement in its entirety and unconditionally accept its terms.

## **PRIVACY POLICY**

### **1. PRIVACY STATEMENT**

This website is created and maintained by Oakland Community Health Network (“OCHN”). By using this website you agree to the terms contained within this Privacy Policy.

This Privacy Policy describes the information OCHN collects from you when you visit its website and how we handle that information. By accessing any of OCHN’s website or applications that reference or link to this Privacy Policy, including oaklandchn.org (“Site”) or by using any services we make available on the Site or that otherwise reference or link to this Privacy Policy (“Services”), you agree to be bound by the terms and conditions of this Policy.

We may add to, modify, or otherwise update this Privacy Policy from time to time in our sole discretion by notifying you that a new version of this Privacy Policy has been posted to the Sites or Services. It is your responsibility to review this Privacy Policy for any additions, modifications or updates each time that you access any of the Sites or use any of the Services, and you are bound by such additions, modifications and updates. Your use of the Sites or Services following any additions, modifications or updates to this Privacy Policy constitutes your acceptance of the new Privacy Policy.

**To the extent that any third-party websites or services are made available through the Site, you are agree to be bound by the third-party’s privacy policy.**

### **2. PRIVACY POLICY**

Information collected from any user of OCHN’s Site or Service shall be used or disclosed for official purposes only, or as necessary to comply with any state or federal law. OCHN will adhere to the mandates of applicable state and federal law including, Health Information Portability Access Act (“HIPAA”), Michigan Internet Privacy Protection Act, Social Security Number Privacy Act National Crime Prevention and Privacy Act, Child Identification and Protection Act,. OCHN also recognizes and respects all state and federal law, which may require OCHN to disclose certain information. They include requests made under the Michigan Freedom of Information Act (“FOIA”), subpoenas, court orders, or any other applicable state or federal law.

### **3. INFORMATION WE COLLECT**

In connection with the Sites and Services, we may collect the following categories of information:

- information you provide to us, including, but not limited to, your name and your contact information (e.g., email address, phone number, postal address) o;
- information regarding your use of the Sites and Services;
- any other information that you provide or otherwise make available to us in connection with your use of the Sites or Services.

You may choose not to provide certain information to us, but as a result you may not be able to take advantage of some of the features of the Sites or Services.

We may also collect general, non-personal, statistical information about the use of the Sites and Services automatically, such as how many visitors visit a specific page on the Sites, how long a visitor stays on that page, and the hyperlinks visitors click. We collect this information by using cookies, log files and other similar technologies (as further described below in the section of this Privacy Policy entitled ‘Technologies Used to Automatically Collected Information’). This information represents a generic overview of visitors to our Sites and users of our Services.

Oaklandchn.org will not collect personal identifying information (as defined in MCL 445.63(q)) about you when you visit its website unless you voluntarily choose to provide that information by performing certain activities, which may include without limitation, entering information in an online form, sending an e-mail, registering for a Oaklandchn.gov subscription, or by performing an online service transaction ,where applicable.

#### **4. TECHNOLOGIES USED TO AUTOMATICALLY COLLECT INFORMATION**

As mentioned above, we may use cookies, log files and similar technologies to collect certain information regarding your use of the Sites and Services. A cookie is a small amount of data that is sent to your browser from a website’s servers and stored on your computer’s hard drive which often includes an anonymous unique identifier. Cookies do not identify specific users, only a user’s device. We use cookies to track and record user session information. You may set your browser to notify you when you receive a new cookie or to disable cookies. However, this may hinder performance of the Sites or Services, and prevent you from using certain features.

The Sites and Services also may use log files. The information inside the log files includes internet protocol (IP) addresses, type of browser, Internet Service Provider (ISP), date/time stamp, referring/exit pages, and number of clicks to analyze trends, administer the site, track a user’s movement around the Sites and Services, and gather demographic information.

In addition to our own cookies, log files and similar technologies, we may engage third parties (such as Google) to use their cookies, log files and similar technologies to report to us usage statistics of the Sites and Services, deliver advertisements on and through the Sites and Services, and for other similar purposes. Google Analytics, for example, uses cookies to track your interactions with our Sites and Services. Google collects information and reports it to us, without identifying individual users. This information helps us improve our Sites and Services so that we can better serve users. For more information on Google Analytics, please visit [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).

#### **5. Use and Maintenance of Personal Identifying Information**

OCHN and the company that hosts the website (“Host”) will retain personal information indefinitely, retention depends on the type of data and the purpose for which OCHN or Host process the data, the subscription term for any products which interact with the website, open records laws, and direction for the retention or deletion of such data. The Host may retain personal information beyond its contract with OCHN if required by law, contract, or if it is their legitimate business interests and not prohibited by law.

Collected information may be used in the following manner:

- Deliver the services requested, including software updates; manage user relationships, provide users with customer support, and to comply with laws or regulations which apply to OCHN or Host.
- To understand how users as a group use the website, resources, and services provided on the Site. OCHN or Host may use information to perform research and analysis about users use of, or interest in, the website.
- The Host website may use information to improve its internal operations, systems, solutions, and services including benchmarking system performance and developing their products and services.
- The Host will use the information to help respond to comments and questions and provide customer service, communicate with users and OCHN about products and/or services that may be of interest.

## **6. PERSONALLY IDENTIFIABLE INFORMATION (“PII”) VOLUNTARILY SUBMITTED TO OCHN AND OTHER INFORMATION COLLECTED BY OCHN**

PII is information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.

PII can include:

- Sensitive data, such as medical, financial, or legal information;
- Neutral information, such as name, facial photos, or work address; and
- Contextual information, such as a file for a specific health condition that contains a list of treated patients.

If you choose to provide OCHN with your PII—for example, by completing a "Contact Us" form, leaving a comment, sending an email, or completing a survey—OCHN may use that information to respond to your message and/or help us get you the information or services you requested. Submitting personally identifiable information (PII) such as name, address, telephone number, email address, etc. is voluntary and is not required to access information on our website.

We retain the information only for as long as required by applicable state and federal law including information submitted electronically. However, the Host may retain the information for a longer period of time.

OCHN may also automatically receive information when you visit the website that is not PII

Certain PII may be collected from you in order to:

- Complete a request for an online service; or
- Register for an event hosted by OCHN.

Unless the circumstance mandate that OCHN disclose such PII under any state or federal law, OCHN will limit the disclosure to authorized contractors and agents as necessary to confirm completion of any required trainings.

You do not need to register for an account if you simply wish to view certain pages on OCHN's site.