

## OHIOHEALTH LISTENS

[www.OhioHealthListens.com](http://www.OhioHealthListens.com)

### TERMS & CONDITIONS

February 23, 2017

#### General

Thank you for visiting OhioHealthListens.com!

OhioHealth Corporation (“OHH”, “OhioHealth”, “we”, “our”, “us”) has worked with its third party vendor, Vision Critical (“VCCI”), to create [www.OhioHealthListens.com](http://www.OhioHealthListens.com) (our “Online Community”, our “Website” or “Site”). OhioHealth Listens is an online community of patients focused on providing timely feedback on strategies, protocols and practices related to the patient experience at OhioHealth. OhioHealth Listens collects information from individuals who decide to join the OhioHealth Listens community. These individuals volunteer to receive periodic email invitations to participate in online surveys. Individuals are free to choose whether to participate in a survey and may discontinue participation at any time

Information found on the “Online Community” is sponsored by OhioHealth Corporation (“OHH”, “Us” or “Our”) and includes, without limitation, surveys, discussion forums, informational newsletters (collectively, “Content”).

The Terms & Conditions set forth herein, as updated by OHH from time-to-time, govern any individual’s (“You” or “Your”) use of the Online Community and Content. You should carefully read the Terms & Conditions in their entirety before using the Site. By using the Site, You (i) agree to be bound by the Terms & Conditions; (ii) represent and warrant that You are at least 18 (18) years old and (iii) represent and warrant that You have the legal authority to accept the Terms & Conditions. This is a legally binding agreement. **If You do not agree with the Terms & Conditions, You are not authorized to use this Site.**

**This Online Community does not contain health and wellness information and should not be used for communication with Your healthcare provider. The Online Community does not offer medical advice, consultation, diagnosis or treatment.** The determination of the need for medical services and the type of healthcare to provide to a patient are decisions that should only be made by a physician or other licensed healthcare provider. For all medical concerns, patients should always consult their physician and should never disregard medical advice or delay seeking such advice because of any Content. **This Online Community is not intended to be use to address medical problems or medical emergencies.** IF YOU ARE EXPERIENCING AN EMERGENCY OR URGENT MEDICAL PROBLEM, GO TO THE NEAREST EMERGENCY ROOM OR CALL 9-1-1.

**By using this Site, You agree to not do the following:**

- Communicate material that is unlawful, fraudulent, libelous, obscene, defamatory, threatening, harassing, abusive, hateful or embarrassing to any person or entity.
- Communicate a sexually-explicit image.
- Impersonate another person. You acknowledge the information You share pertains only to You.
- Violate the Children's Online Privacy Protection Act (available at <https://ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection0rule>).
- Communicate material that is copyrighted, without the permission of the copyright owner.
- Communicate material that reveals trade secrets, unless You have permission of the owner.
- Communicate material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others.
- Attempt to disrupt the operation of the Online Community by any method, including the use of viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming.
- Use the Online Community in any manner that could damage, disable or impair the Online Community or service(s) contained within.
- Use any robot, scraper or other means to access the Online Community for any purpose.
- Use the Online Community to advertise or provide any commercial services to third parties.
- Use the Online Community to collect or store data with respect to OHH or third parties except as contemplated by these Terms & Conditions.

**OhioHealth grants a limited license to each user to make personal use only of the Site in accordance with these Terms & Conditions.** This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or together commercial use of the Online Community and the associated services, making any derivative of the Online Community or the associated services, the collection and use of the user email addresses or other user information, including, without limitation, health information or any data extraction.

**If You choose to access and/or use OhioHealth Listens, You are subject to the OhioHealth Listens Terms & Conditions.** In addition, by accessing or using OhioHealth Listens, You agree to OhioHealth Listen's Privacy Policy, available at [www.OhioHealthListens.com](http://www.OhioHealthListens.com).

## **ACCESS TO THE SITE**

Access to portions of the Online Community requires login and password information provided by OHH/Vision Critical. To obtain a password, You must register with the Online Community and provide the information requested at the registration process. You will be provided with a login and password. The login and password are provided for Your use only, are not transferrable.

You agree that You will be responsible for maintaining Your password as confidential and for any activity that occurs as a result of Your enabling or permitting another person or entity to use Your password. You agree to immediately notify OHH in the event that (i) Your password is lost or stolen, (ii) You become aware of any unauthorized use of Your password or of any breach of security related to the Site or (iii) You receive a login and password that belong to another person (in which case, You are not authorized to use that login account).

OHH is not responsible for any loss or damage arising from Your failure to comply with the provisions of this Section. Misuse of a login account, including, without limitation, unauthorized sharing of the login and password, may result, at OHH's sole discretion, in cancellation of Your password and other remedies, and OHH shall have no liability to You.

You may contact OHH and have Your login and password information in activated. For more information about how to do this, You should follow the instructions found in the relevant terms and conditions for that portion of the Site.

### **Links to Other Resources**

**Areas of the Site may contain links to other websites.** Please note that when You click on any of these links, You are entering another website for which OhioHealth has no responsibility or control. The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. OhioHealth encourages You to read the terms and conditions, data-gathering practices and privacy policies of all linked sites to which You may be bound, as they materially differ from ours. You agree that OhioHealth shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to You to take precautions to ensure that whatever linked material You select is free of items such as viruses, worms, Trojan horses and other destructive items.

### **Governance and Disputes**

The laws of the State of Ohio govern these Terms & Conditions. If You do not comply with these Terms & Conditions, We have the right to suspend or eliminate Your account and remove any information You have placed on the Online Community. We may also take any legal action We think is appropriate.

You agree to hold harmless and indemnify OHH, Vision Critical and their affiliates, and each of their respective officers, directors, employees and agents from and against any and all third party claims, demands, proceedings and any losses, liabilities, damages, costs, payments and expenses, including reasonable attorney's fees, costs and expenses arising out of, directly or indirectly, Your use of the Online Community including, without limitation (a) any unlawful use of the Site, (b) any use of the Site that violates the Terms & Conditions and/or (c) any use of the Online Community that causes harm to yourself or others.

### **Privacy Policy**

Your privacy is important, and We will take all commercially reasonable steps to protect Your privacy. You may learn more about the information We may collect about You, the uses We may make of Your information and the security measures We take to protect Your information, by reviewing Our privacy policy at [www.OhioHealthListens.com](http://www.OhioHealthListens.com). Please be advised that OhioHealth does not wish to identify You individually as a participant in our patient panel, therefore, **please do not include personally identifying information in the free text spaces in our surveys and discussion forums.**

## **Email**

By registering on the Online Community, You acknowledge and agree that, from time to time, We will forward to You survey invitations and information regarding our patient community, and we will communicate with You via the e-mail address You provide about Your participation in the Online Community. We will never share Your email address with any third party unless You have specifically given Us permission to do so.

## **Disclaimer**

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## **About Our Content**

**OhioHealth reserves complete and sole discretion with respect to the operation of the Online Community.** OhioHealth may, among other things, withdraw, suspend or discontinue any functionality or feature of the Online Community. Subject applicable to law, OhioHealth reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Online Community and/or service contained within, pursuant to OhioHealth's internal record retention and/or destruction policies. THE CONTENT FOUND ON THIS ONLINE COMMUNITY MAY NOT BE APPROPRIATE OR SATISFACTORY FOR YOUR USE, AND YOU SHOULD VERIFY ALL CONTENT BEFORE RELYING ON IT.

## **Licensed Editorial Content**

**All Content included on the Online Community, including but not limited to, text, photographs, graphics, button icons, images, artwork, names, logos, trademarks, service marks and data, in any form including the compilation thereof, are protected by U.S. and international copyright law and conventions.** The Content includes both Content owned or controlled by OhioHealth, and Content owned or controlled by third parties and licensed to OhioHealth. Except as permitted in these Terms & Conditions, direct or indirect reproduction of the Content, in whole or in part, by any means, is prohibited without the express written consent of OhioHealth.

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- **Trademarks**

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- **Reporting Violations**

In the event OHH decides to allow communications venues for registered users such as blogs, internal networks, etc., pursuant to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512©(2), OHH’s designated agent for notice of alleged copyright infringement in connection with the Online Community is the Webmaster. To file a notice of infringement with OHH, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the U.S. Copyright Office website, located at <http://www.copyright.gov>.

## **Advertising**

Advertising is not permitted on the Online Community.

## **Contact Information**

If You have questions or concerns regarding these Terms & Conditions, please contact the Webmaster at [webmaster@ohiohealth.com](mailto:webmaster@ohiohealth.com).

## **Changes**

The Terms & Conditions of this Agreement are subject to change by OHH periodically. If such a change is made, OHH will post the revised Terms & Conditions on the “Terms & Conditions” section of the Online Community. OHH reserves the right to add to or change the Online Community or cease offering the Online Community or terminate Your use of the Online Community at any time and without liability. OHH reserves the right to refuse to offer access to the Site and/or Content to anyone at any time without notice.

## **Miscellaneous**

The Terms & Conditions constitute the entire agreement between and by You and OHH relating to the Online Community and Content. There is no agency, partnership, joint venture, employee-employer or physician-patient relationship between any user, including, without limitation, You and OHH arising solely through the use of this Online Community. The Terms & Conditions are binding upon Your successors, assigns, heirs and executors. If any provision of the Terms & Conditions 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 the Terms & Conditions, which shall remain in full force and effect. The failure of OHH to exercise or enforce any right or provision of the Terms & Conditions shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the Online Community, Content or the Terms & Conditions must be filed within one year after such claim or cause of action arose. The section titles of Terms & Conditions are merely for convenience and will not have any effect on the substantive meaning of this Agreement.