

LeadConnection.org Terms of Use

Last Updated: February 25, 2015

Welcome to the LeadConnection.org web site (the “**Web Site**” or the “**Service**”). By completing this Registration Form and clicking on “I Agree,” you are submitting your application to become a “**Member**” of the LeadConnection community and if approved, you agree to be bound by these terms of use (the “**Terms of Use**”). These Terms of Use are an agreement between us and detail your rights and obligations as a Member of the LeadConnection community. **Do NOT register for the Service if you don’t want to use the Service under these terms.**

We reserve the right to update or change these Terms of Use at any time and for any reason, without notice; however, if we make significant changes to the Terms of Use, we will notify you by posting a notice on our home page or alerting you to such changes by other similar means. By continuing to use the Content, Web Site and/or Service, you agree to be bound by any such revisions and should therefore periodically visit and review the latest version of the Terms of Use. For your information, the date of the last update to these Terms of Use is stated at the top of this page.

If you have any questions regarding these Terms of Use, the Web Site or the Services, please contact info@LEADconnection.org.

1. MEMBERSHIP IN LEADCONNECTION.ORG

- **Conditions of Membership; Registration:** You may not register for Membership with LeadConnection.org unless you are 1) a registered/licensed caregiver in the field of cardiac lead management and are recognized as such by the principal medical governing authority in the country and state in which you practice; or 2) involved in the scientific work of lead management. To become a Member of the LeadConnection Community, you must complete the registration process by providing us with the information prompted by the Registration Form. By completing the Registration Form you represent and warrant that all information provided is correct, complete and accurate. Failure to provide correct, complete and accurate information is grounds for termination of your Membership.
- **Username and Password:** Upon registration, you must choose a Username. Your Username is your online identity, and in the spirit of creating a global lead management community of colleagues, it is strongly recommended that you select a Username that allows others to readily identify you. Since you may not use a Username that is used by someone else, the administrator may suggest another similar Username to avoid duplication. Once your registration application has been approved, you will be sent via email a request to login and input your Password. Your Username and Password cannot be used in any way that violates the Terms of Use. It is important that you not reveal your Password to others.
- **Security:** You are responsible for maintaining the confidentiality of your Username and Password and for any and all activities that occur under your account. You agree to notify us

immediately of any unauthorized use of your account or any other breach of security. We have no liability with respect to any third party's use of such information.

- **Non-Transferability of Account:** Your right to use the Service is not a right that you can transfer, and is expressly limited to the individual whose name appears on the account.

2. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

This Web Site is not intended to contain any Protected Health Information (“PHI”), as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and at 45 C.F.R. § 160.103. You agree that any Content (defined below) that you provide to the Web Site will only contain data that has been de-identified in accordance with the two de-identification methods defined at 45 C.F.R. §164.514(a)-(b). These de-identification methods include: 1) a determination by a qualified expert that the risk is very small that the information could be used by a recipient to identify an individual; or 2) the removal of the 18 specified individual identifiers as well as absence of actual knowledge that the remaining information could be used alone or in combination with other information to identify the individual. If we become aware that any Content contains PHI we will remove any such Content and/or PHI from the Web Site.

Please review the link below, which provides guidance on proper de-Identification of PHI issued by the Department of Health and Human Services (“HHS”), to ensure proper de-identification of your data prior to providing it to this Web Site. You agree that any transmittal or posting of PHI shall occur at your or your company’s own risk and that Cleveland Clinic, its officers, agents and employees shall not be liable for any loss, liability, claim, cause of action, damage, injury, or fine/penalty arising out of or connected with the transmittal or posting of PHI. In addition, you agree to comply with any local, state and federal laws, rules and regulations that are applicable to your use of the Service including any having to do with the protection of personal data.

HHS De-Identification Guidance:

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveridentities/De-identification/guidance.html>

3. DISCLAIMER OF MEDICAL LIABILITY

LeadConnection.org does not provide medical advice, medical diagnosis, or treatment nor do we recommend specific therapies or medication. The Website, Content and the Service are not intended for use by patients. Use of the Website, Content and the Service is for informational purposes only and shall not relieve the Member of the responsibility for exercising medical judgment or conducting appropriate medical inquiry with respect to any patient. Each Member accepts sole responsibility for all medical judgments and advice made and provided by such Member to patients based on information available through the Website, Content and the Service, in accordance with established standards of professional practice.

4. UPLOADING CONTENT

You are responsible for obtaining the permissions, releases or licenses needed to upload or transmit any communications, treatment guidelines, articles, slide decks, clinical trial information, case studies, or other content of any type (“**Content**”) to the Web Site and to make such Content available for use by Members under these Terms of Use. You agree that you will not upload or transmit to the Web Site any Content that is confidential or for which such uploading or use by a Member would infringe or violate the rights, including intellectual property rights, of any party or entity. By submitting Content to the Web Site (i) you automatically grant--or warrant that the owner of such Content has expressly granted--LeadConnection.org a royalty-free, perpetual, irrevocable, nonexclusive, world-wide license to use, reproduce, create derivative works from, modify, edit, publish on the Web Site, distribute, perform, and display the Content and (ii) you represent and warrant that you have the right to submit the Content to the Web Site and to grant the licenses herein or have obtained permission to do so and that use thereof by Members does not violate the confidentiality or intellectual property rights of any party or entity.

We have the right, but not the obligation, to monitor all Content and your use of the Web Site and Service to ensure that the Content remains current and accurate and that your use complies with these Terms of Use. We may remove or correct any Content that we determine is no longer current or accurate or that violates these Terms of Use; however, we are not liable for any errors in the Content, or for any actions undertaken or losses incurred in reliance on the information provided therein. You are solely responsible for any actions you take in reliance on the Content found on the Web Site or any site linked to from the Web Site.

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7. DISCLAIMERS

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8. INDEMNIFICATION

You agree to indemnify, defend and hold harmless The Cleveland Clinic Foundation, its officers, directors, employees, agents, licensors, suppliers, and affiliates from and against any claims, actions or demands, liabilities and settlements including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from: (a) your violation of these Terms of Use, (b) any activity related to your Membership or use of the Content, Web Site or Service by you or any other person accessing the Content, Web Site or Service using your account, (c) a breach of any of your representations, warranties, or agreements under these Terms of Use, (d) a violation of the intellectual property rights of any third parties, (e) Content submitted, posted, transmitted or made available through your use or connection to this Web Site or Service; and (f) any violation of any state or federal law related to confidentiality of patient health information, or any misconduct in connection with the use of this Web Site, including, without limitation, medical malpractice and the unauthorized practice of medicine.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL WE, OUR SUPPLIERS, OR OTHER THIRD PARTIES MENTIONED ON THE WEB SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEB SITE, THE CONTENT OR THE SERVICE, ANY WEBSITES LINKED TO THIS WEB SITE, OR THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

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10. ONLINE CONDUCT

You agree to use the Web Site only for lawful purposes. You agree that you will not: (i) upload or transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, inappropriate or otherwise objectionable or that may invade another's right of privacy or publicity or infringe another's intellectual property right as determined by LeadConnection.org in its sole discretion; (ii) post or transmit any Content that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (iii) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (iv) violate any applicable local, state, national or international law; (v) delete or revise any material posted by any other person or entity; (vi) post any non-public information about companies without the proper authorization to do so.

11. GENERAL PROVISIONS.

- **Who “We” Are:** The Service is owned by The Cleveland Clinic Foundation and managed by Medtelligence. When we use the term “we,” “our” or “us” in the Terms of Use, we may refer, as the context suggests, to The Cleveland Clinic Foundation, other third party content providers, third party access service providers under contract with us and their respective subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents or assigns.
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- **Termination of Membership:** If you violate any of these Terms of Use, your Membership terminates and your license to use the Content, the Web Site and Service automatically terminates. We may terminate the Terms of Use, your Membership and /or the Service without cause at any time and effective immediately.
- **Governing Law and Jurisdiction:** These Terms of Use will be governed by Ohio law for all purposes without giving effect to any principles of conflicts of laws and you hereby consent to the jurisdiction and venue of the courts of Ohio, regardless of where you reside. Use of this Web Site is unauthorized in any jurisdiction that does not give effect to the terms and conditions set forth herein.
- **Compliance with Laws:** You are solely responsible for compliance with the laws applicable to your country of residence. You agree to comply with all local professional and ethical standard and requirements and all local state, federal and national laws, rules and regulations which may be applicable to your use of the Service.
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- **Entire Agreement:** These Terms of Use and the Privacy Policy constitute the entire agreement between us with respect to the use of the Content, Web Site and Service.
- **Waiver:** Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.
- **Severability:** If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.
- **Assignment:** We may assign its rights and duties under this Agreement to any party at any time without notice to you and/or your approval.
- **Headings:** The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

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