

## Terms of Use Agreement - March 2018

Welcome to [healthactchq.com](http://healthactchq.com). Please read these terms and conditions for use of the services of HealthActCHQ Inc. (HACHQ) carefully before using our website. By using the HACHQ website, you agree to the terms and conditions as stated herein.

### I. Purpose

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Our website is provided as an informational and licensing resource for students, physicians, academic and governmental researchers, pharmaceutical firms, and contract research organizations.

- We do not provide medical advice.
- We do not engage in the practice of medicine.
- We do not make recommendations regarding clinical providers, treatments, diagnoses, or offer counseling or any other professional services to patients, families, or to healthcare providers.

### II. Acceptance of Agreement

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If you choose to use the HACHQ website, you agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our website. This Agreement constitutes the entire and only agreement between you and us, and supersedes all prior agreements, representations, and understandings with respect to our website, the content, products, or services provided by or through the website, and the subject matter of this Agreement. HACHQ may amend this Agreement from time to time. The latest Agreement will be posted on our website, and you should review this Agreement prior to using our website.

### III. Disclaimer

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All services, products, and information on our website are provided "as is." Services provided are for informational and review purposes only. We assume no legal liability for the accuracy, completeness, timeliness, availability, and usefulness of the information, services, products and materials provided. We disclaim all warranties and conditions of any kind expressed or implied without limitation, the warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the information, services, products and materials available on this website.

### IV. Limits

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All responsibility or liability for any damages caused by viruses contained within the electronic file containing forms, graphics, reports or other documents is disclaimed. We will not be liable to you for any incidental, special or consequential damages of any kind that may result from use of or inability to use our website. Our maximum liability to you under all circumstances will be equal to the purchase price you pay for any goods, services, or information.

## V. Certain Jurisdictions

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Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the above disclaimers and limitations may not apply to you if you reside in such a jurisdiction. You may also have other legal rights that vary from state to state.

## VI. Severability

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If any provision of this Agreement 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 this Agreement remain in full force and effect.

## VII. Export Laws

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The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act, and not to transfer, by electronic transmission or otherwise, any materials or information derived from our website to either a foreign national or a foreign destination in violation of such laws.

## VIII. International Laws

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HealthActCHQ Inc. is based in Boston, Massachusetts in the United States of America. We make no claims that the content of our website is appropriate or may be downloaded outside of the United States. Access to the content may not be legal by certain persons or in certain countries. If you access our website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

## IX. Copyrights

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All content, databases, surveys, services, reports, scoring algorithms, organization, graphics, design, compilation, magnetic translation, digital conversion, derivative works, and other matters related to our website are protected under applicable U.S. and International copyright, trademarks and other proprietary (including but not limited to intellectual property) laws. This includes all print, diskette, CD, tape, PDF, Internet-based, and electronic formats.

The copying, reproduction, redistribution, use or publication by you of any such matters or any part of the website, except as allowed by the section of this Agreement titled "Limited Right to Use", is strictly prohibited. You do not acquire ownership rights to any content, document, or other materials viewed through our website, and/or licensed through us. The posting of information or materials on the website does not constitute a waiver of any right in such information and materials.

## **X. Trademarks**

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"HealthActCHQ" and all forms, materials, logos, surveys and other forms, products or services referenced herein are trademarks or service marks of HealthActCHQ Inc. Other product and company names mentioned herein may be trademarks or service marks of their respective owners.

## **XI. Intellectual Property**

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The distribution and/or use of any invention created by us beyond the parameters of this Agreement will be considered an infringement on rights to intellectual property and will be followed by immediate legal action. Our failure to exercise or enforce these rights or provision does not constitute a waiver of such right or provision.

## **XII. Limited Right to Use**

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The viewing, printing, or downloading of any content, graphic, form, report, or document from the website grants you only a limited non-exclusive license for use solely by you for your own personal use only in the context of a license and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. No part of any content, form, report, or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, or any other medium. Individual project-use of HACHQ surveys, scoring manuals, and other intellectual property is authorized only with the execution of a limited use license from HACHQ and full licensing payment in US Dollars.

## **XIII. Edit, Delete, Modify, Termination**

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HACHQ reserves the sole discretionary right to edit or delete any documents, information, or other content appearing on the Website and/or stored in company database files. This includes the termination of any account or Website access at any time without explanation.

## **XIV. Modification**

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Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

## **XV. Indemnification**

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You agree to indemnify, defend and hold harmless HACHQ, its affiliates, officers, directors, employees, agents, information providers and suppliers, from and against all losses, expense, damages and costs, including reasonable attorney's fees, resulting from any violation of this Agreement by you or any other person accessing our website using your username and password. A violation includes infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct.

## **XVI. Arbitration**

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Any controversy, claim or other dispute arising out of this Agreement or relating to the subject matter of this Agreement shall be decided by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association held in Boston, Massachusetts. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall not be subject to appeal and shall be final and binding on all parties, and judgment may be entered on the award in any court having jurisdiction thereof.

## **XVII. Nontransferable**

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Limited use licenses for surveys, translations, scoring manuals, and other intellectual property obtained from HACHQ are project-specific and are not transferable without prior written permission from HACHQ.

## **XVIII. Use of Information**

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We reserve the right, and you authorize us, to use and assign all information regarding the website uses by you and all information provided by you in any manner consistent with our Privacy Policy.

## **XIX. Privacy Policy**

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Our Privacy Policy, as posted on our website and as it may change from time to time, is an integral part of this Agreement.

## **XX. Payments**

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You represent and warrant that if you are purchasing a license from HACHQ that (i) any credit card, bank, or other financial institution information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit card company, bank, or other financial institution, and (iii) you will pay the charges incurred by you at the posted and/or contracted and agreed prices, including any applicable taxes.

## **XXI. Waiver**

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Our failure to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. No waiver of any of terms or conditions of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## **XXII. Miscellaneous**

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This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts in the United States of America. We may assign our rights and duties under this Agreement to any party at any time without notice to you.

## **XXIII. Entire Agreement**

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With the exception of all terms in the Privacy Policy, this Agreement constitutes the entire agreement between you and us with respect to the use of our website.

## **XXIV. Acknowledgement**

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You acknowledge that the provisions, disclosures and disclaimers set forth in this Agreement are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Notwithstanding any provisions of this Agreement, we reserve the right to exercise all available remedies at law or equity to enforce the terms and conditions of this Agreement.