

## OBIX Online Education Terms of Use

### OBIX Online Education Terms of Use, Privacy, and IT Policy

#### Terms of Use

**PLEASE READ THIS POLICY CAREFULLY TO UNDERSTAND HOW WE TREAT YOUR PERSONAL INFORMATION AND WHAT CHOICES AND RIGHTS YOU HAVE IN THIS REGARD.** BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE, THE CCSI PRIVACY POLICY, AND YOU AGREE TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY. **IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS POLICY, YOU SHOULD NOT ACCESS OR USE THE SITE.**

**THE SITE IS NOT INTENDED FOR USERS LOCATED IN THE EUROPEAN UNION AND THE EUROPEAN ECONOMIC AREA.**

Welcome to the OBIX Online Website (the "Site"). These Terms of Use govern your use of the Site and its contents. The terms "CCSI," "OBIX," "we," "us" and "our" refer to Clinical Computer Systems, Inc.

#### 1. Registration

Either you or your organization has provided CCSI with user's first and last names, email address, and which course the user should be enrolled.

#### 2. CCSI Privacy Statement

Your use of this Site signifies your continuing consent to the CCSI Privacy Policy, which you can examine any time by clicking on the "Privacy Policy" link on the Site.

Personal information that you supply to CCSI, and any information about your use of the site that we obtain will be subject to the CCSI Privacy Policy on this Site.

#### 3. User Conduct

In using this Site, you agree:

- a. Not to attempt to gain unauthorized access to the Site which are restricted from general access;

- b. Not to attempt to use another user's account or create a fictitious identity on this Site;
- c. Not to upload or transmit through or on this Site any viruses or harmful files;
- d. Not to divulge to others your username and password either on or off this Site;
- e. That you are solely responsible for communications undertaken or transmitted under your account, and you will comply with all applicable local, state, national and international laws and regulations that relate to your use of this Site.

#### 4. Changes to CCSI

We may discontinue or change any CCSI content, service, function, or feature at any time with or without notice.

#### 5. Proper Use of This Site

You may use this Site for lawful purposes only and may use the Site only in ways consistent with the law. You may not use any program, spider, or "bot" to gather or "harvest" information from this Site.

#### 6. Proprietary Rights

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We may change the Terms of Use at any time. You can review the most current version of the Terms of Use by clicking on the Site's "Terms of Use" link. If you continue to use this Site after we make changes to the Terms of Use, you are signifying your acceptance of the new terms. You are responsible for checking these terms periodically for any changes.

#### 8. Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information concerning CCSI or this Site electronically, including notice to any email address that you may provide.

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## 13. Indemnification

You agree to defend, indemnify, and hold harmless us and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense,

to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

#### 14. International Use

This Site is controlled and operated in the United States. We make no representation that content on this Site is appropriate or available for use in locations outside the United States. If you choose to access this Site from a location outside the US, you do so on your own initiative and you are responsible for compliance with local laws.

#### 15. Choice of Law and Location for Resolving Disputes

You agree that the laws of the state of Illinois, USA and US federal law govern these terms of use, its subject matter, your use of the Site, and any claim or dispute that you may have against us, without regard to its conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

#### 16. Severability and Integration

These Terms of Use and any supplemental terms, policies, rules, and guidelines posted on this Site constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### 17. Termination

We reserve the right to terminate your use of this Site if you violate the Terms of Use or any rules or guidelines posted on the Site or for any other reason in our discretion.

#### 18. Claims of Copyright Infringement

If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please follow the instructions on how to contact us to report possible copyright