

## **Terms and Conditions of UH Listens 2U**

### **Please read the following terms and conditions carefully.**

University Hospitals Health System, Inc. (“UH”) is providing this UH Listens 2U website (“Site”) under the following Terms and Conditions. By using this Site you agree to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not use this Site. UH reserves the right to revise, modify, or amend these Terms and Conditions at any time for any reason without notice to you, by updating this posting, and you agree to be bound by such revision, modification, or amendment.

### **Specific Disclaimer Concerning Medical Information.**

Information and materials provided on this Site are for informational purposes only. This Site is not a substitute for medical advice and should not be used for treating a disease or other health problem. Any and all medical information presented should be discussed with a healthcare professional. Always seek the advice of a physician or other qualified healthcare provider prior to making any treatment or other medical decisions. **IF THIS IS A MEDICAL EMERGENCY, PLEASE CONTACT 911. THIS SITE IS NOT A SUBSTITUTE FOR MEDICAL CARE OR EMERGENCIES.**

### **Who Is Eligible to Use the Site?**

This Site is open to individuals eighteen (18) years of age or older, are not Ineligible (as defined below), and have the primary responsibility for, or share the responsibility of, healthcare decision making for their household (collectively, the “Criteria”). If you meet the Criteria, UH may select you to become a member of the UH Listens 2U community (“Participant”). UH reserves the right, at its sole discretion, to determine if individuals meet the Criteria and are chosen as Participants; all decisions by UH are final. Not all individuals who meet the Criteria will be selected as Participants.

Ineligible Participants are individuals who are employed in the following industries: Healthcare, Pharmaceuticals, Health Insurance, Marketing, Advertising, Graphic Design, Market Research, and UH Employees.

### **Site Participation.**

Individuals who are selected as Participants may be offered the opportunity to complete surveys using the Site. UH makes no guarantee that a Participant will be offered the opportunity to complete a survey.

Where a Participant is offered the opportunity to complete a survey, Participants are required to complete a minimum of one (1) survey every six (6) months (“Participant Requirements”). Participants who do not receive a survey from UH to complete every six (6) months will not be removed from this Site due to a failure to meet the Participant Requirements. Participant Requirements can be met by accepting an invitation for Participation in a UH survey.

### **How Your Information Will Be Used.**

Unless specifically stated otherwise, all information, data, and material provided by Participants to the Site (“Participant Information”) may be used for the purpose of collecting participant data which UH may use for internal business purposes. All Participant Information shall become the property of UH.

The information collected by UH about the domain name of the server which you are using to visit the Site is aggregated and shall be used solely to determine the number of visitors to our site each day, and sources of traffic.

UH reserves the right to reach out to Participants via e-mail. Additionally, UH reserves the right to share Participant Information with any third party that UH deems appropriate for further research study and other similar internal business purposes.

UH will respect the confidentiality of all Participant Information. Except as otherwise set forth herein, in no circumstances will such Participant Information be sold, distributed, shared, or disclosed.

### **Copyright and Restrictions on Use.**

All material on this Site, and the files associated with it, are copyrighted by UH or by the original creator of that material. It is protected by the copyright laws of the United States of America and under treaties with other nations. You may download, copy, reproduce, redistribute, republish, display, post, or transmit material on this site only if expressly permitted or with the prior written consent of UH, and then only the designated material. UH in no way represents or warrants that your use of materials displayed on this Site does not infringe the rights of third parties. Information and material from the Site are only to be used for lawful purposes.

### **Username and Password.**

Participants are solely responsible for keeping their Username and Password strictly confidential. You may be held liable for any losses incurred by UH, its affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account. UH shall not be liable to you for any loss that you incur as a result of someone else using your Username or Password, either with or without your knowledge.

"Phishing" is a scam designed to steal personal information such as your Username or Password. In no situation will UH send you an e-mail asking you for your Username or Password. Please do not respond to such e-mails.

### **Cookies.**

"Cookies" are small pieces of information that are stored by your web browser on your computer's hard drive. They permit UH to recognize you and your access of privileges on this Site, as well as to track Site usage. You can usually change your browser setting to prevent acceptance of cookies. Check with your Internet Service Provider for assistance in changing this setting.

### **Links.**

UH is not responsible for and makes no representations regarding the content of any website not maintained by UH linked to this Site. The inclusion of any link to such websites does not imply endorsement or affiliation of those websites with UH.

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### **Miscellaneous**

These Terms and Conditions will be governed and interpreted pursuant to the laws of the State of Ohio, USA regardless of conflicts of laws. You agree that any action at law or equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Cuyahoga County and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating such action. If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Possible evidence of use of this site for illegal purposes may be provided to law enforcement authorities in the sole

discretion of UH. These Terms and Conditions contain the entire agreement between the parties relating to the use of this site.

**If you have any questions regarding the Terms and Conditions of this Site or are having technical difficulties, please contact [support@uhlistens2u.uhhospitals.org](mailto:support@uhlistens2u.uhhospitals.org).**