

Acceptable Use Policy

Capitalized terms not defined herein shall have the meaning provided for in the Agreement.

This Acceptable Use Policy ("AUP") governs an Authorized User(s)' use of the Solution(s) made available by the Agreement Organization has entered into with JCR pursuant to which JCR provides Authorized User(s) the right to access and use the Solution(s). The purpose of this AUP is to describe permissible and impermissible use of the Solution(s) and to ensure that the use of the Solution(s) is in compliance with applicable laws, rules and regulations.

By using the Solution(s), Authorized User(s) agree to comply with this AUP. JCR reserves the right to change or modify this AUP at any time, effective when posted on JCR's web site at the [eProducts Legal Documents](#) webpage. Use of the Solution(s) after changes to this AUP are posted shall constitute acceptance of any changes.

Responsibilities

Authorized User(s) shall not (i) permit any third party to access the Solution(s), (ii) sell, resell, rent or lease the Solution(s), (iii) modify or create derivative works based on the Solution(s), (iv) copy, frame or mirror any part or content of the Solution(s), other than copying or framing on Organization's own intranets or otherwise for its own internal business purposes, (v) use the Solution(s) to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (vi) reverse engineer the Solution(s), (vii) access the Solution(s) in order to (a) build a competitive product or service, (b) copy any features, functions or graphics of the Solution(s), (viii) use the Solution(s) to store or transmit Malicious Code, (ix) interfere with or disrupt the integrity or performance of the Solution(s) or third-party data contained therein, or (x) attempt to gain unauthorized access to the Solution(s) or their related systems or networks.

For the avoidance of doubt, in using the Solution(s), Authorized User(s) shall be responsible for transmitting accurate, reliable, complete and up-to-date information and must not transmit any: (a) defamatory material of any person or persons; (b) obscene and offensive material; (c) any sexually explicit material; (d) any discriminatory material based on race, sex, religion, nationality, disability, sexual orientation or age; and (e) any other material objectionable in relation to Authorized User(s)' use of the Solution(s).

Any access or attempt to access, for any reason, areas of JCR's systems or other information thereon is strictly prohibited (except for the Solution(s) that Authorized User(s) have expressly been provided access to pursuant the Agreement or this AUP). Authorized User(s) agree that it will not use any robot, spider, other automatic device, or manual process to "screen scrape," monitor, "mine," or copy the pages of the Solution(s) or the content contained thereon in whole or in part. Authorized User(s) agree that it will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Solution(s).

Authorized User(s) agree not to give or make available its usernames or passwords, or other means to access its account to any unauthorized individuals. Authorized User(s) remain fully responsible for all access to the Solution(s) via its usernames and passwords, even if not authorized by Authorized User(s). If Authorized User(s) believe that its passwords or other means to access its account has been

lost or stolen or that an unauthorized person has or may attempt to use the Solution(s), Authorized User(s) must immediately notify JCR.

In the event that JCR determines, in its sole discretion, that Authorized User(s) have violated this AUP JCR shall have the right to immediately terminate Authorized User(s) access to the Solution(s), without prior notice, and/or pursue any other remedies available to it under applicable law.

Protected Health Information

Uploading, inputting or storing information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 or subject to the Health Information Technology for Economic and Clinical Health Act into the Solution(s) is prohibited.

Third Party Content

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Privacy Policy

Authorized User(s) use of and access to the Solution(s) is subject to the Joint Commission's [Privacy and Cookies Statement](#).

Definitions

“Agreement” means the Joint Commission Resources E-Products Terms and Conditions entered into by Organization and JCR.

“Authorized User(s)” means individuals for whom subscriptions to a Solution(s) have been purchased and who have been supplied user identifications and passwords by Organization (or by JCR at Organization's request) under a License. For purposes of clarity, Organization shall only assign Authorized Users directly associated with use to benefit the License location. In no event shall Client assign Authorized User(s) that are direct competitors with The Joint Commission or Joint Commission Resources, Inc. without prior written consent in each instance from JCR.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Organization” means the healthcare organization, including its Affiliates and Authorized User(s).

“Solution(s)” means the hosted, online, web-based, or mobile applications and platforms provided via a License to Organization by JCR including associated offline components but excluding third party applications.