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### **SCOPE OF LICENSE**

The information accessible on the Website (including, for example, the educational materials, scientific content, graphic designs, video, audio, photographic or literary content) is owned by the University of Pittsburgh and is protected by United States and international copyright, trademark, patent and other intellectual property or proprietary rights laws. Subject to the terms of this Agreement, you are granted a limited, non-exclusive and nontransferable license to use the information provided on the Website solely for your personal use. You may not access or use this information for commercial, competitive, or any other purposes. You may not modify, republish, post, transmit, or distribute any information without the express written consent of the University of Pittsburgh. You may copy this information only to the extent necessary for your personal use. The University of Pittsburgh expressly retains all right, title, and interest in and to any proprietary information. Failure to adhere to these provisions could subject you to serious penalties under copyright, trademark and other laws.

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### **ACCESSING THE WEBSITE AND ACCOUNT SECURITY**

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of the terms of this Agreement and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you

provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy [INSERT LINK TO PRIVACY POLICY], and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portions of it using your user name, password or other security information. You agree to notify [support@cecity.com](mailto:support@cecity.com) immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of this Agreement.

## **PROHIBITED USES**

You may use the Website only for lawful purposes and in accordance with the terms of this Agreement. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the standards set out in this Agreement.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate CECity.com or the University of Pittsburgh, an employee of CECity.com or the University of Pittsburgh, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm CECity.com or the University of Pittsburgh or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **USER CONTRIBUTIONS**

Portions of the Website may contain user-provided content, to which you may contribute appropriate content. You agree to submit only content which belongs to you, and you agree that the content you submit will not violate the copyright, trademark or other proprietary rights of other people or organizations. CECity.com and the University of Pittsburgh are sensitive to the copyright, trademark, and other intellectual property rights of others. Be aware that, while we do not actively monitor user-provided content, we reserve the right to remove, without notification to the user, any user-provided content which comes to our attention and which we believe, in our sole discretion, may:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the terms of this Agreement or our Privacy Policy [INSERT AS LINK TO PRIVACY POLICY].
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Activity that is brought to our attention which appears in our sole judgment to violate the law will be brought to the attention of the proper authorities, and we retain the right to hold you liable for any damages caused by you in connection therewith.

**Disclaimer:** CECity.com and the University of Pittsburgh will not, are not obligated to, and are not responsible for, reviewing the veracity, quality or accuracy of the data provided by you, and are the beneficiary of your promises in your Attestation Form, including those as to the accuracy of the data submitted by you. In no event shall CECity.com nor the University of Pittsburgh have any liability, to you or CMS or otherwise, with respect to any of the matters set forth in the immediately preceding sentence.

## **PRIVACY**

Your use of the Website and all information collected via the Website is governed by our Privacy Policy and HIPAA Business Associate Addendum, if applicable, which is incorporated into this Agreement by reference. By using the Website, you indicate that you understand and agree to the practices described in the Privacy Policy and HIPAA Business Associate Addendum. Our privacy policy and HIPAA addendum may be accessed by clicking on the "Privacy Policy" link at the bottom of any page of the Website or by clicking here: [http://\[Portal Name\]/privacy.aspx](http://[Portal Name]/privacy.aspx)

## **INFORMATIONAL NATURE OF THE SITE: NO MEDICAL ADVICE**

THE INFORMATION ON THE WEBSITE IS INTENDED FOR USE AS QUALITY REPORTING PURPOSES AND/OR CONTINUING EDUCATION ONLY AND SHOULD NOT BE CONSTRUED AS MEDICAL ADVICE. THIS INFORMATION SHOULD NOT BE USED IN PLACE OF SEEKING PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT BY LICENSED PRACTITIONERS. NEITHER CECITY.COM NOR THE UNIVERSITY OF PITTSBURGH PRACTICES MEDICINE OR LAW, AND DOES NOT OFFER ANY OTHER PROFESSIONAL ADVICE OR SERVICES. YOU ASSUME FULL RESPONSIBILITY FOR APPROPRIATE USE OF THE INFORMATION AVAILABLE THROUGH THE WEBSITE.

If you think you may have a medical emergency, call your doctor or 911 immediately. CECity.com and the University of Pittsburgh do not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website.

## **CHILDREN**

The Website is not intended for children under 18 years of age. No one under age 18 may provide any personal information via the Website. The Website does not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on the Website, register on the Website, make any purchases through the Website, use any of the interactive or public comment features of the Website or provide any information about yourself to the Website, including your name, address, telephone number, email address, or any screen name or user name you may use. If the Website learns it has collected or received personal information from a child under 18 without verification of parental consent, such information will be deleted. If you believe we might have any information from or about a child under 18, please contact us at [support@cecity.com](mailto:support@cecity.com).

## **INTERNATIONAL USERS**

If you are not a U.S. resident, you may access the Website solely at your own risk and are responsible for compliance with local laws and regulations, if applicable. By disclosing your personal information to the Website, you consent to the uses of such information described in the Privacy Policy, located at [http://\[Portal Name\]/privacy.aspx](http://[Portal Name]/privacy.aspx), and acknowledge that such disclosure and use shall be governed by the applicable law of the United States and the Commonwealth of Pennsylvania, excluding its choice of

law provisions, and not the law of your home country. Do not disclose any personal information to the Website if you do not agree to the foregoing.

### **LINKING TO THE WEBSITE**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage CECity.com or the University of Pittsburgh's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of CECity.com or the University of Pittsburgh.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the standards set out in this Agreement. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

### **LINKED WEBSITES AND ADVERTISING**

The Website may provide links to the websites or services of third-party sites. Links to such third-party sites do not constitute an endorsement by CECity.com or the University of Pittsburgh of such sites or the products, content, materials, or information presented or made available by such sites. You acknowledge and agree that neither CECity.com nor the University of Pittsburgh are responsible for any damages or losses caused or alleged to have been caused by the use of any third-party sites or from the products, content, material, or information presented by or available through those sites.

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### **PERFORMANCE PAYMENT PROGRAMS**

If you input data into the Website in connection with any “performance payment program,” you should be aware that your submission does not guarantee that the receiving entity will (a) pay you such incentive or (b) provide such incentive; and the submission of data via the Website does not guarantee (i) that you are eligible for payment or (ii) that you will receive such incentive from the paying entity, as such matters are wholly in the control of the paying entity. The data that is being sent to the receiving entity may have errors and neither CECity.com nor the University of Pittsburgh is responsible for any failure of payment or incorrect payment.

#### **DISCLAIMER OF WARRANTY**

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When using the Website, information will be transmitted over a medium that may be beyond CECity.com or the University of Pittsburgh’s control and jurisdiction. Accordingly, neither CECity.com nor the University of Pittsburgh assumes any liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website.

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ANY INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OR USE OF THE INFORMATION AND FOR ANY RESULTS OR LACK OF RESULTS FROM THE USE OF SUCH INFORMATION. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL CECITY.COM OR THE UNIVERSITY OF PITTSBURGH BE LIABLE FOR ANY CLAIMS OR LOSSES WHATSOEVER OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL,

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YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THE WEBSITE IS TO DISCONTINUE USING THE WEBSITE AND THE RELATED CONTENT AND SERVICES. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD CECITY.COM AND THE UNIVERSITY OF PITTSBURGH AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES HARMLESS FROM ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, LOSSES, COSTS, EXPENSES OR FEES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO YOUR VIOLATIONS OF THE TERMS OF THIS AGREEMENT OR YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THE WEBSITE.

#### **COOPERATION WITH LAW ENFORCEMENT**

We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS CECITY.COM AND THE UNIVERSITY OF PITTSBURGH FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CECITY.COM OR THE UNIVERSITY OF PITTSBURGH DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

#### **CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER**

This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County, Pennsylvania.

This Agreement, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of the Website and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of either CECity.com or the University of Pittsburgh to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

#### **SURVIVAL; CLAIMS**

The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration.

Any claims arising in connection with your use of the Website or any content must be brought within one (1) year of the date of the event giving rise to such action. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

#### **YOUR COMMENTS AND CONCERNS**

All notices of copyright infringement claims and all other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [support@cecity.com](mailto:support@cecity.com).