

TERMS OF USE

This website contains two areas; the Public Site and the secure site containing an Information Exchange. The use of both of these sites is subject to and conditioned on your acceptance of these Terms of Use as such are amended from time to time.

The use of the Public Site does not enable or imply use of the Information Exchange. The use of the Information Exchange (as defined below) is limited to Owners of SHO and their designated agents.

Definitions

"*Information Exchange*" means the root domain shoplace.suburbanhealth.com and all web pages accessible via this root domain, including linked documents and files maintained in the directories and subdirectories thereof, as well as, any listserves and other services maintained and provided via these web pages.

"*Owner*" means an organization that is an owner of SHO.

"*Public Site*" means the root domain www.suburbanhealth.com and all web pages accessible via this root domain, excluding the Information Exchange.

"*SHO*" means Suburban Health Organization, Inc., an Indiana non-profit corporation.

"*Subscriber*" means an individual or entity accessing the Information Exchange on behalf of an Owner, as well as, the Owner on whose behalf the website is accessed.

Accepting the Terms of Use

Your initial acceptance of these Terms of Use may be accomplished either electronically, by use of the website, or by executing a separate writing. Your continued use of the Information Exchange shall evidence your acceptance of the then current Terms of Use.

Purpose

The purpose of the website is to educate the general public about issues addressing the delivery of health care in central Indiana and provide Subscribers with a secure and confidential method of exchanging information relating to the delivery of health care ("Purpose").

Grant of License

Users of the Public Site are granted a right to view and use the content of the Public Site only. SHO and its licensors retain all rights of the Public Site.

Subscriber is granted the following rights with respect to the Information Exchange:

- 1) Subscriber is granted a right to view and use the contents of the Information Exchange for the limited Purpose stated above.
- 2) Subscriber is granted a right to post information to the Information Exchange, provided such information does not consist of Protected Health Information, as such is defined in the Health Insurance Portability and Accountability Act of 1996, and Subscriber has not breached any legal or ethical obligation in sharing such information with other parties having access to the Information Exchange.

Subscriber is granted a limited license to print, copy, modify, or create derivative work of the Information Exchange or any part thereof, for its own internal business use, provided such content is not distributed to any third party. Subscriber assumes all risk for the use of content. Subscriber may not distribute content to any third party.

SHO reserves the right, but has no obligation, to remove any content or information posted to the Information Exchange.

Password and Security

Subscriber agrees and understands that it is responsible for maintaining the confidentiality of username and passwords associated with its Information Exchange account(s). Subscriber will be solely responsible for use of the Information Exchange that occurs under its username and password. Subscriber shall not allow any person other than its authorized representatives to use its username or password to access the Information Exchange or post information to the Information Exchange.

Intellectual Property Rights

Except for content published to the website by a Subscriber, SHO owns all right, title, and interest in and to the intellectual property rights embodied in the Information Exchange and any documentation downloaded or printed from the Information Exchange.

Confidentiality

The information exchanged through the Information Exchange is confidential information of SHO and its Owners. All such information shall be held in confidence by Subscriber to the same extent and in at least the same manner as such party protects its own similar confidential information.

Limited Warranty

THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. ACCESS TO THE WEBSITE IS AT USER'S RISK. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SHO AND THE CONTRIBUTORS TO THE INFORMATION EXCHANGE DISCLAIM ALL WARRANTIES AND CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHO OR CONTRIBUTORS TO THE WEBSITE BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE ARISING AS A RESULT OF SHO'S PROVISION OR FAILURE TO PROVIDE INFORMATION VIA THE WEBSITE EVEN IN THE EVENT THAT SHO HAS BEEN ADVISED OF SUCH DAMAGES.

Revision of Terms

SHO reserves the right to change and amend the terms of these Terms of Use at any time without notice. User's continued use of the website will evidence its acceptance of the change in terms.

Notice

Notices to SHO should be sent to:

Suburban Health Organization
2647 Waterfront Pkwy. E. Dr. Ste 300
Indianapolis, IN 46214

Hyperlinks in the Information Exchange

Some hyperlinks in the website may take users outside of the website ("Linked Sites"). The Linked Sites are not under the control of SHO and SHO is not responsible for the content of any such Linked Sites, any hyperlink contained in a Linked Site, or any changes or updates to such Linked Sites. SHO provides these hyperlinks to Linked Sites to users only as a convenience and the inclusion of any hyperlink or content in that Linked Site does not imply endorsement by SHO of the Linked Site or the contents contained therein.

Miscellaneous

These Terms of Use are governed by the laws of the State of Indiana. Any proceeding relating to the terms contained herein or the acquisition of information through the website shall be governed by and the parties specifically submit to the personal jurisdiction of the state and federal courts located in Marion County, Indiana.

Copyright Policy

It is SHO's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law and to terminate the accounts of repeat infringers. The website is a conduit for content licensed and/or provided by third parties. If you have any copyright concerns about any materials posted on this website by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet Service Providers (17 U.S.C. § 512). Please provide us with written notice to the address stated below.

To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner ("Complaining Party") of an exclusive right that is allegedly being infringed upon;
- Information reasonably sufficient to permit SHO to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on the web site ("Infringing Material"), and information reasonably sufficient to permit SHO to locate such material on the web site;
- Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works at a single web site are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- Complaining Party is the owner or is authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.