

## **Terms and Conditions**

The Hoag Advisory Panel (the "Community") and the [www.hoagadvisorypanel.org](http://www.hoagadvisorypanel.org) website (the "Website") are operated by –Hoag Memorial Hospital Presbyterian ("Hoag" or "we"). By joining the Community and becoming a Community member (a "Member") or by using the Website, you agree to be bound by the following terms & conditions (the "Terms"):

### **Registration Requirements**

In order to participate in the Community, you must first register as a Member of the Community by providing us with accurate, complete and updated registration information as required by the profiling survey. The profiling survey will ask you questions about your residence, age, your habits and attitudes around healthcare, family status, gender, education level and so on.

To ensure the integrity of the Community, you may not (i) activate or use more than one Member profile account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information. If we have reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your status as a Member and your access to use and/or participate in the Community with or without prior notification.

You are responsible for all usage or activity on your account, including use of the account by any third party (which is prohibited), whether or not such use is authorized by you or is the result of you authorizing a third party to use your username and password.

At any time, you may update your email address and/or other registration information by visiting the Update Profile section of the Website and entering the information requested. You may also terminate your participation at any time by sending an email with the subject line "remove me" to [support@hoagadvisorypanel.org](mailto:support@hoagadvisorypanel.org).

### **Community Participation**

As a Member, you are expected to participate in at least one survey per quarter (3 months). Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account if you do not complete a survey for more than 3 consecutive months.

Members are invited to participate in surveys based on demographic information or randomly, depending on the survey criteria. We do not guarantee any minimum number of surveys and you acknowledge and agree that we are under no obligation to provide you with a particular number of opportunities to participate in surveys.

While engagements with the Community are interactive in their nature, there is no implied promise of responsiveness or a guaranteed response to posts or engagements made in the Community or to other Members or administrators of the Community.

## General

The Community exists to enable collaboration among consumers of healthcare to deliver innovative ideas and a better healthcare experience for consumers. The Community will enable this by building a collaborative environment to share information, understand the desired-state for future healthcare experiences, and co-create new innovations in healthcare.

Membership in the Community is open only to persons residing in the 50 states of the United States or the District of Columbia and who are 18 years of age or older.

The Community is designed solely for generating insights and innovations to improve healthcare. It is not a continuation of any healthcare touch point or experience you may receive from a healthcare provider. Members should have no expectation of advice, diagnoses, follow-ups, or any other connection to the healthcare delivery system.

You agree not to abuse the Community by conduct which is deemed detrimental to members of the Community or Hoag's interests. Without limiting the foregoing, you may not: (a) activate or use more than one account; (b) present false or misleading information to us; or (c) assist another individual or entity in conducting fraudulent, abusive, manipulative or illegal activity. Any Member suspected of engaging in any fraudulent, abusive, manipulative or illegal activity may have their account terminated at our sole discretion, and the Member may be referred to appropriate law enforcement agencies if such action is deemed warranted.

You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

Any responses or material you provide on the Website becomes our property and we are free to use such information, including ideas, photographs, text and video, in any way we see fit, including for commercial purposes without any further consent from you and you agree to cooperate with us, including signing any supporting documentation we reasonably require, confirming our unqualified ownership therein, including copyright ownership and your waiver of any applicable moral rights.

Content of the surveys and information provided to you is proprietary and should not be published, copied or reproduced in whole or in part without our prior written consent. From time to time in the Community, we may provide you with information that is confidential or not known to the general public. Such information will be considered confidential and you will be asked not to share or use the information in any way other than as set out for Community purposes.

We do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the

statements and do not necessarily represent the views of Hoag. You agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others.

### **Privacy Policy**

We take your privacy very seriously. Personally identifiable information that we gather from you in connection with the Community and/or the Website is governed by our Privacy Policy.

We will maintain any personal information we collect from Members in confidence. However, the information you share with the Community when you interact in a public forum, by its very nature, will not be confidential.

Members should have no expectation that information shared by a Member with the Community will be governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any state medical privacy law. By the same token, Members should have no expectation that any information shared by a Member with the Community will be incorporated with the Member's medical records.

### **Third-Party Information**

The Website may contain links to, or information about, other websites, products or services. We do not make any representation or warranty about any such third-party information and nothing on the Website should be construed as an endorsement of such third-party information unless otherwise explicitly stated.

### **Disclaimer**

We have no control over the Internet and cannot prevent the interception of messages by unauthorized parties or guarantee that such unauthorized parties may not be able to decrypt encrypted messages. We are not responsible for unavailable network connections; failed, incomplete, garbled or delayed computer transmissions; online failures; hardware, software or other technical malfunctions or disturbances; or any other communications failures or circumstances affecting, disrupting or corrupting the Community in any manner including without limitation, or your ability to participate in the Community. We are also not responsible for any damage to your computer occasioned by participation in the Community or downloading of any information necessary to participate in the Community.

THE WEBSITE AND THE COMMUNITY, INCLUDING ALL CONTENT OR SERVICES MADE AVAILABLE THEREON OR ACCESSED THERE THROUGH, ARE PROVIDED "AS IS." HOAG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE WEBSITE OR THE COMMUNITY. FURTHER, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

We do not warrant that the functions contained in the Website or Community or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the Community will be corrected, or will be free of viruses or other harmful components. In no event will we be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover exemplary, punitive, personal

injury/wrongful death, special incidental, indirect or other consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

We may, in our sole discretion, terminate or suspend any Member's access to all or part of the Community and the Website for any reason, including, without limitation, breach of these Terms, or taking actions that are inconsistent with the intent of these Terms. We will be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. Any decision we make relating to termination or suspension of any Member's account shall be final and binding.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER HOAG NOR ANY OF OUR AFFILIATES, REPRESENTATIVE, OR AGENTS WILL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OR FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY OR ANY OTHER DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OF ANY ASPECT OF THESE TERMS OR YOUR USE OF THE WEBSITE OR PARTICIPATION IN THE COMMUNITY.

### **Indemnification**

You agree to indemnify, defend and hold harmless Hoag, its affiliates, employees, directors, officers, agents and representatives from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including attorney's fees, arising from or related to any breach by you of any of the Terms or applicable laws, or in any other way arising out of your use of the Website, the Community or any content contained therein.

### **Changes**

All information posted on the Website, including these Terms, is subject to change without notice. Your continued use of the Website after such changes is deemed to be your acceptance of such changes so please check the Terms regularly. If any changes are made to these Terms, Hoag will revise the "Last Updated" date that is indicated on the Terms.