

Duke Health Listens

Terms and Conditions

Thank you for participating in Duke Health Listens.

Duke Health Listens and any and all content, communications, or services available on or through this platform are provided for general, noncommercial informational purposes only, and do not constitute the practice of medical or any other professional judgment, advice, diagnosis or treatment, and should not be considered or used as a substitute for the independent professional judgment, advice, diagnosis or treatment of a duly licensed and qualified healthcare provider.

In case of a medical emergency, you should immediately call 911.

These terms and conditions set forth herein (the “Agreement”) govern your access to and use, as a Participant, in Duke Health Listens (the “Platform”). By accessing or using the Platform or viewing, downloading or using any information provided, contained, linked or otherwise accessible on or through it (“Content”), you expressly agree to be bound by this Agreement and to abide by its terms and conditions as well as all applicable laws, regulations and other requirements binding on you, your institution and/or Duke University Health System (“DUHS”). **Do not use the Platform if you do not agree to all of the terms and conditions of this Agreement.**

DUHS may revise and update this Agreement at any time. Accordingly, we suggest that you check the Platform periodically for any such updates. Your continued usage of the Platform after such updates means you accept those updates.

1. The web site located at www.dukehealthlistens.alidainsights.com is provided by Duke University Health System (“DUHS”). The term “Platform” also includes any other web

site owned, operated, or provided by DUHS, Duke University or its and their affiliates and subsidiaries (all of the foregoing collectively, "Duke") that links to these Terms.

2. Eligibility for participation in Duke Health Listens is available solely to individual third party participants over the age of 18 ("Participants"). DUHS cannot prohibit minors from visiting the Platform or viewing its Content, however, and accordingly must rely on parents, guardians and other adults responsible for supervising minors to decide whether the Platform or its Content is appropriate for their use or review.
3. Participation in Duke Health Listens is entirely voluntary and in no way part of, or required to request or receive, medical care or other items or services from Duke University, Duke University Health System, Inc. or the Private Diagnostic Clinic, or any of its or their affiliates or subsidiaries, or any of its or their trustees, directors, officers, managers, members, faculty, medical staff, employees, students or other personnel, or any of its or their contractors or agents (all of the above collectively, "Duke"). Participants are not entitled to compensation in connection with any activity related to the Platform, and may terminate their enrollment or participation at any time for any reason. Similarly, Duke may terminate any Participant's enrollment or participation at any time for any reason. By participating in the Platform, you agree and acknowledge that Duke may send you electronic and other communications regarding your participation.
4. Proper Use.
DUHS grants you, as a Participant, permission to access and view the Platform and its Content, for the sole purpose of soliciting insights and opinions from the Duke Health community, and not as a source of medical advice. Neither the Platform nor its Content are, nor are they intended to be, a substitute for the exercise of independent professional judgment by any healthcare provider or other professional (including any Participant), including with respect to the diagnosis or treatment of any patient, and further including without limitation such provider's obligation to independently confirm the completeness and accuracy of information, such as any Content accessed hereunder, in accordance with generally accepted standards of good medical practice

applicable to the provider's profession in the applicable jurisdiction(s). Duke is not and shall not be responsible or liable for any such medical care or other professional services rendered by any Participant to any person or entity.

5. Intellectual Property

The Platform and all associated Content, software (in both source code and object code format), materials, images, graphics, logos, illustrations, photographs, video, audio, graphical elements, look and feel, structure, organization, design, algorithms, templates, data models, logic flow and screens, together with any and all Duke names, brands and logos, and all copyrights, trademarks, service marks, trade names, trade secrets, patents and other intellectual property rights, title or interests associated with any of the foregoing are and shall remain the sole and exclusive property of DUHS, Duke or applicable third party licensors. Nothing in this Agreement transfers any of such rights, title or interests to any Participant.

You agree that you will not copy, reproduce, alter, modify, create derivative works from, or publicly display any Content, including without limitation any trademarks or service marks, without prior written permission from Duke or the applicable third party licensor. You agree not to change or delete any proprietary notices from any Content accessed, downloaded or copied from the Platform. You further agree not to, or permit others to, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code related to the Platform. You also agree that you will not use any robot, spider, or automated device, or manual process to monitor or copy any Content from the Platform. Further, any use of the Platform or its Content that infringes on the intellectual property rights of Duke or its third party licensors, or that is for any purpose not expressly permitted in this Section 2, may be investigated, and Duke shall have the right to take or instigate appropriate civil and criminal legal action to enforce Duke's and/or its third party licensors' respective rights and obtain any and all remedies available hereunder or otherwise at law or equity.

If you violate this Agreement, your permission to use the Platform and its Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

6. Participant Contributions; Participant Agreements

DUHS encourages constructive community comments, suggestions and feedback, including on the Platform and the Content, and may allow you to post, upload, or otherwise submit material on the Platform (“Submissions”). You grant Duke the right, in its sole discretion, to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Submissions: (a) to modify, improve, deliver, and market the Platform and the Content, and (b) in connection with other Duke electronic and print materials and publications, for purposes consistent with Duke’s charitable mission. This right includes, without limitation, the right for Duke to publish your name in connection with Submissions and the right to sublicense such rights as necessary to provide the Platform. Any Submissions should and will be offered by you without expectation of compensation, partnership, or recognition by Duke or its third party licensors. Duke shall have the right to retain and use any such information without compensation to you or your Institution or employer.

You agree to use the Platform and its Content for the proper uses set forth in this Agreement. By way of example, and not as a limitation, you agree not to post Submissions or access or use the Platform or its Content to do any of the following:

- To engage in unlawful activity;
- To conduct or further any survey, contest, pyramid scheme or chain letter; to engage in spamming or to forward junk email or other duplicative or unsolicited commercial or other messages; to advertise or otherwise solicit business; or to use, download or copy, or provide to any other person or entity third-party Participant or Platform usage information or any portion thereof;
- To upload, post, publish, transmit, distribute or disseminate or otherwise make available any communication, material or content of any type that is, or which Duke

- determines in its sole discretion to be, inappropriate, profane, defamatory, slanderous, obscene, indecent, hateful, abusive, threatening, harassing or unlawful;
- To upload files or other materials or information that may contain viruses, malware, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other contaminating or destructive software or programs or code; or to disable, “hack” or otherwise interfere with the proper functioning of, or to restrict or inhibit another user from accessing or using the Platform or its Content; or
 - To impersonate someone else or to create a false identity to mislead others.

7. Warranty

Neither the Platform nor its Content is, nor should they be viewed as, the sole source of information on the matters addressed therein. While the Content may be periodically updated, no guarantee is given that such information is correct, complete, or up-to-date. In any event the Platform and content are made available only for appropriate access and use only, on an “as is” basis, with no warranty of any kind. All access to, and/or use or further disclosure of, the Platform and content is entirely at Participants’ own risk. Neither DUHS, Duke, nor their respective parent(s), affiliates (including without limitation the Private Diagnostic Clinic, PLLC), or subsidiaries nor any of their trustees, directors, officers, members, faculty, medical staff, employees, agents or contractors (collectively, the “DUHS Representatives”) have made or are making, and all of the foregoing hereby disclaim, any warranties or guarantees with respect to the Platform or content, whether pursuant or statutory or common law, express or implied, including without limitation as to ease of or secure, timely or continuous access to, or as to freedom from any possible consequences such as loss of data or viruses or any other contamination or destructive software or programs or code arising from or in connection with such access to or use of, or otherwise as to merchantability, accuracy, completeness, adequacy, timeliness, non-infringement or fitness for any particular purpose of, the Platform or content. Participants and their respective institutions solely assume all risk associated with possible loss, destruction, inaccuracy, incompleteness, untimeliness or corruption of their data, intentional intrusion, unauthorized access, use

or disclosure, failure or delay and interruption arising out of, in connection with or otherwise relating in any way to, the access or use of the Platform or content.

8. Limitation of Liability

Neither Duke University Health System, nor Duke, nor their parent, affiliates (including without limitation the Private Diagnostic Clinic, PLLC) or subsidiaries, nor any of the Duke Representatives, has or shall have, and all of the foregoing hereby expressly disclaim, any and all responsibility or liability of any kind to a Participant, any Institution or any third party resulting from, arising out of, relating to or otherwise connected in any way with any use of, reference to, or reliance on the Platform or Content by Participants, any Institution or any third party.

To the maximum extent permitted by applicable law, you, on your own behalf and that of your Institution (and that of any others who may claim by or through any of the foregoing), hereby release, and waive all claims against DUHS, Duke and their affiliates (including without limitation the Private Diagnostic Clinic, PLLC) and subsidiaries and the DUHS Representatives from any and all liability for any and all claims, suits, damages, fines, penalties, costs, expenses (including costs and attorneys' fees) or other losses of any kind or nature ("Loss"), arising out of or in any way connected with you or your Institution's or any third party's access to or use or disclosure of the Platform or its Content, whether or not DUHS has been advised of the possibility of such Loss. Participants who are California residents hereby waive any rights under California Civil Code sec. 1542; Participants who are residents of other states and nations similarly waive on their behalf, that of their Institution (and that of any others who may claim by or through any of the foregoing) any and all similar rights under applicable or analogous laws, statutes, regulations or other binding legal authorities.

9. Hold Harmless and Indemnification

By accessing the Platform or Content, you, on your behalf and that of your Institution (and that of any others who may claim by or through any of the foregoing), hereby waive all claims for, and agree to indemnify and hold harmless DUHS, Duke, their parent(s), affiliates (including the Private Diagnostic Clinic, PLLC) and subsidiaries, and

the DUHS Representatives from and against, any and all claims, or Loss arising out of or in connection with your access to or use or disclosure of the Platform or Content and your other acts or omissions arising out of or in connection with this Agreement, whether or not DUHS has been advised of the possibility of such Loss. You agree that you and your Institution alone are responsible for your use of the Platform.

If you are affiliated with an Institution providing medical services, you and/or your Institution shall maintain in force at your or its sole cost and expense, with reputable insurance companies, insurance of a type and in an amount reasonably sufficient to protect against liability for any such Loss and to meet your indemnification obligations hereunder.

10. Privacy and Security

DUHS is committed to protecting your online privacy. All personally identifiable data that you enter on the Platform is not sold to any third parties. Please visit <https://www.dukehealth.org/privacy/webPlatform-privacy-policy> for DUHS's full privacy policy, which is incorporated herein by reference.

11. Links to other Platforms

The Platform may include links providing access to other Internet resources, including other web sites. However, DUHS is not responsible for the accuracy or content of information contained in these sites. Links from DUHS to third-party sites and resources do not constitute an endorsement by DUHS of the parties or their products and services. The appearance of advertisements and product or service information does not constitute an endorsement by DUHS, and DUHS has not investigated the claims made by any advertiser. Product information is based solely on material received from suppliers.

12. Information and responses provided by Participants may be reviewed and edited by Duke for appropriate language and compliance with these terms and conditions but NOT for the accuracy of any content. Duke does not endorse any individual contribution, post, link to any other website, or other information provided by any Participant in posts or communications within these Resources. Duke has no obligation to screen, edit, or monitor Participant-provided content, although it reserves the right and has the

absolute discretion to remove, screen, or edit such content at any time and for any reason.

13. Personal information voluntarily shared by Participants on this Platform or in response to any survey or request for information, including but not limited to name, age, financial status, and/or medical or health conditions, is not considered confidential information or protected health information under federal or state privacy law. Duke instructs, and Participants are hereby strongly advised, that Participants not submit content or other information, including personal information, on or through this Platform that Participants would not want to be seen or downloaded by and/or shared with others. While information provided by Participants will typically be aggregated before sharing with other Participants or third parties, Participants assume the risk that any content or information posted or submitted on or through the Platform may be accessed, viewed and further disclosed by third parties other than Duke or other intended recipients.

PARTICIPANTS ACKNOWLEDGE AND AGREE THAT DUKE CANNOT AND WILL NOT ASSUME ANY CONTROL, RESPONSIBILITY OR LIABILITY FOR ANY ACTS, DISCLOSURES OR OMISSIONS OF PARTICIPANTS, PAGE USERS, OR ANY OTHER THIRD PARTY. UNDER NO CIRCUMSTANCES SHALL DUKE BE HELD LIABLE FOR, AND PARTICIPANTS AGREE TO FULLY RELEASE, HOLD HARMLESS AND INDEMNIFY DUKE FROM AND AGAINST, ANY AND ALL DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, JUDGMENTS, COSTS OR EXPENSES ARISING OUT OF OR OTHERWISE RELATED TO ANY ASPECT OF THE RESOURCES INCLUDING BUT NOT LIMITED TO, USE, OPERATION, OR CONTENT OF THE RESOURCES, PARTICIPATION IN ANY MESSAGE BOARD OR WEBINAR, OR THE ACCESS, USE, DISCLOSURE OR REDISCLOSURE OF INFORMATION PUBLISHED ON THESE RESOURCES BY ANYONE.

14. Violations of Terms

In addition to any legal remedy that DUHS may have hereunder or otherwise at law or equity for your violation of the terms of this Agreement, DUHS shall also have the right in its sole discretion to immediately suspend or terminate your access to and/or use of

the Platform and its Contents. Participants may be blocked or have their enrollment suspended or terminated in Duke's sole discretion, including if any submission is deemed slanderous, unlawful, obscene, hateful, soliciting, threatening, abusive, harassing, spam, infringing on another's rights (including but not limited to intellectual property, privacy or publicity rights), or otherwise in violation of applicable terms of use.

15. No Assignment

You shall not assign this Agreement or assign any of your rights or delegate any of your obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without DUHS's prior written consent. Any such purported assignment or delegation without DUHS's prior written consent will be null and void and of no force or effect.

16. Relationship of the Parties

It is expressly understood that each party to this Agreement is an independent contractor, and that nothing herein shall be construed as creating a partnership, joint venture, agency, or employment relationship between you or your Institution and DUHS. Neither you nor your Institution shall have any right, power or authority, express or implied, to bind DUHS. Nothing in this Agreement is intended, nor shall be deemed, to confer any obligation to, or to confer any rights or any benefits on, any non-party.

17. Additional Resources

There may be additional sites, services and/or software linked to or offered by DUHS or Duke via the Platform ("Additional Resources"). These Additional Resources may have their own terms of use and agreements that may contain additional or different terms and requirements than those set forth in this Agreement. You are advised to check for and review the agreements associated with these Additional Resources. In the event of a conflict between the terms of this Agreement and the terms of the Additional Resources, the terms of the Additional Resources shall govern with respect to use or access of such Additional Resources.

18. Copyright Policies

Duke complies with the provisions of the Digital Millennium Copyright Act (DMCA). If you have a concern regarding the use of copyrighted material on the Platform, please contact the agent designated to respond to reports alleging copyright infringement:

Richard Biever
Digital Millennium Copyright Act Agent
334 Blackwell Street
Suite 2106
Durham, NC 27701
E-mail (preferred): dmca-agent@duke.edu
Phone: 919-684-8121

The Digital Millennium Copyright Act specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include the following elements:

- a physical or electronic signature;
- identification of the infringed work;
- identification of the infringed material;
- contact information for the complainant, e.g. address, telephone number, electronic mail address;
- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or the law; and
- a statement that the information contained in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

19. Miscellaneous

This Agreement constitutes the entire agreement among DUHS and you and (if applicable) your Institution with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings, whether oral or written, are hereby superseded and cancelled. Neither this Agreement nor any rights or obligations hereunder may be modified, amended, assigned or transferred by you or your Institution without prior written consent of DUHS. If any provision of this Agreement is

held to be invalid or unenforceable by a court or other legal authority having jurisdiction over DUHS, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced. Any failure by DUHS to act with respect to a breach by you or others does not waive DUHS's right to act with respect to subsequent or similar breaches. The failure of DUHS to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision. The section headings and subheadings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement. This Agreement shall be governed by, construed, performed and enforced in accordance with the laws of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule thereof. Because the Platform is controlled, operated and provided by DUHS from its offices in North Carolina and are made available only for educational or informational purposes, you agree that DUHS's actions hereunder do not constitute "doing business" in any specific jurisdiction or soliciting business for DUHS or any of its affiliates or subsidiaries or establishing "minimum contacts" in any state outside of North Carolina. Any action or proceeding seeking to enforce, or based on any right arising out of, this Agreement, may be brought against any of the parties hereto, whether brought during the term hereof or thereafter, only in the courts of the State of North Carolina, County of Durham, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of North Carolina, and each of the parties hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any action or proceeding brought hereunder and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. If you have questions regarding the Agreement, please contact us [here](#).