

## **Cincinnati Children’s Hospital Medical Center’s (“CCHMC”) Research Network Terms and Conditions of Use Agreement**

When you register for or use any website or application (“Site”) managed, developed, or hosted by Cincinnati Children’s Hospital Medical Center (CCHMC), you agree to be bound by the following Terms and Conditions of Use. Please review and ensure you understand the Terms and Conditions before agreeing.

CCHMC shall have the right, at its sole discretion, to modify, add or remove these Terms and Conditions of Use without notice or liability to you. Any changes shall be made effective immediately after posting to <http://bmi.cchmc.org/resources/policies>. This site will always contain the most recent version of the Terms and Conditions of Use. You agree to review the Terms and Conditions of Use and agree that your subsequent use of the Site following changes to the Terms and Conditions of Use shall constitute your acceptance of all changes. On a periodic basis, you will be asked to review and accept the Terms and Conditions of Use in order to maintain access to the Site.

### **Conditions**

I understand that:

#### **1. Restrictions on the Use of Materials**

All content on this Site, including, without limitation, all programs, interface layout, interface text, images, documentation and graphics, animations, audio clips, video clips, and other copyrightable elements, and the arrangement thereof, and all copyrights, trademarks, service marks, trade dress and trade names, are the property of CCHMC and/or its affiliates, subsidiaries, assigns, licensors or other stated owners and are protected by international and United States copyright laws. Unless otherwise marked, no material from the Site or any website owned, operated, licensed, or controlled by CCHMC may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download a copy of materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright and other proprietary notices. Modification of the materials for any other purposes is a violation of CCHMC (or its licensors’) copyright and other proprietary rights. For purposes of this Agreement, the use of any such material on any other web site or computer environment is prohibited.

#### **2. Security**

2.1 CCHMC will provide you with a UserID and Password. You must keep your Password and UserID confidential at all times. You should not disclose your Password or UserID to any other person. Your Password should be changed regularly to maintain confidentiality. Access to the Site will be granted once you have correctly entered your UserID and Password. Once access has been granted, all actions taken by that UserID will assume to be by the user or with the authority of the user. If you believe that your UserID or Password has been compromised, please contact the BMI Help Desk at [help-iam@bmi.cchmc.org](mailto:help-iam@bmi.cchmc.org).

2.2 When registering to use your OpenID (Google, Facebook, Yahoo logins), you understand that CCHMC will collect identifiable information about you. As part of registration and first time use of your OpenID, this information will be collected to establish an account for you on CCHMC systems.

2.3 You will use the CCHMC Sites in the manner for which they are intended. Any unintended use, malicious activities, or other actions to disrupt normal operations of Sites managed, developed, or hosted by CCHMC will be grounds for removal of access to those Sites.

### 3. Authorized Use

You are authorized to use CCHMC websites for the purposes for which the Site owner / manager has pre-authorized. Any use beyond that must be authorized by the Site owner / manager. Any attempts to bypass authorizations or to access areas for which you are not authorized is grounds for your access to be removed.

### 4. Independent Investigations

CCHMC reserves the right to investigate suspected violations of the Terms and Conditions of Use whenever CCHMC becomes aware of such violations. An investigation may include gathering information from the user and the complaining party as well as reviewing materials on CCHMC servers and systems. During an investigation, CCHMC may remove any and all disputed material from CCHMC's servers and systems. If CCHMC, in its sole discretion, believes that a violation of the Terms and Conditions of Use has occurred, CCHMC may take any action it deems appropriate. This may include removal of material from CCHMC servers and systems, warnings, and/or suspension or termination access to CCHMC Sites. Violations may also subject users to criminal or civil liability.