

California Hospital Association (“CHA”) Website Terms of Use

Please Read These Terms of Use Carefully Before Using This Website.

CHA and/or one of affiliates (individually and collectively referred to as “CHA”) provides this Website to you. By using this Website, you agree to be bound by these Terms of Use (“Terms”) and all terms and conditions incorporated by reference, as they may change from time to time. If you do not agree with these Terms, then you should not use our Website.

These Terms apply to the CHA Website and include all CHA owned and/or operated Websites that link to these Terms of Use, as well as all Website-related services (collectively referred to as the (“Website”) provided by CHA. CHA may also publish additional terms of use that apply to certain Website-related services.

Privacy notice

[CHA’s Privacy Notice](#), as it may change from time to time, governs the use of information that is collected from or provided by you and is made a part of these Terms by this reference.

Ownership of content

Any and all intellectual property rights (“Intellectual Property”) associated with the Website and its contents are the sole property of CHA or third parties. The Website and its contents are protected by copyright, trade dress, trademark, trade secret, unfair competition, and other laws and may not be copied, reproduced, modified, leased, or imitated in whole or in part. You may not create derivative works, or distribute any of the Intellectual Property of the Website and its contents in any way without CHA or the appropriate third party’s prior written permission; however, you may link to current publicly viewable content on the Website.

User, account, password, and security

Some areas of the Website may require you to establish an account by registering with CHA and obtaining a user ID and password. When you register, you agree to provide accurate, current, and complete information, and promptly update your information as required (including your email address). In addition, you represent and warrant that you have obtained all necessary consents and authorizations from any individual, whether personal or business, for you to provide information to CHA on the Website on their behalf.

You are responsible for maintaining the confidentiality of your account, including your username and password. You are prohibited from using another individual’s username or password, or giving your username or password to someone else. You agree to notify CHA immediately of any unauthorized use

of your account or of any other breach of security. You will be responsible for any activity that occurs under your account.

Links to third party websites

The Website contains links to third-party websites and resources (collectively, "Third Party Sites") as a convenience to you. The content of such Third-Party Sites is not controlled or endorsed by CHA, and if you decide to access a Third-Party Site, you do so at your own risk. CHA makes no representations or warranties with respect to the accuracy, performance or quality of any content, software, service, or application found at any Third-Party Site. CHA will have no liability arising out of or related to your use of such Third-Party Sites.

Permitted use

In using the Website, you agree you will abide by all applicable laws and regulations with respect to your use of the Website and that you will not interfere with the use of the Website by other users or with CHA's management and operation of the Website. You also agree to the following:

- You will not send or otherwise post unauthorized communications on the Website.
- You will not collect other users' content or information, or otherwise access the Website, using automated means (such as harvesting bots, robots, spiders, or scrapers).
- You will not upload viruses or other malicious code.
- You will not solicit login information or access an account belonging to someone else.
- You will not do anything that could overburden or impair the proper working of the Website.
- You will not post content or take any action on the Website that infringes or violates someone else's rights or otherwise violates the law, including anyone's identification, protected health information, or sensitive financial information.

Conditions and restrictions on use

CHA, in its sole discretion, may terminate or suspend the use of your account at any time and for any reason in its sole discretion, even if access and use continue to be allowed to others. Such termination may occur without prior notice, or any notice. Upon such termination or suspension, you must discontinue use of the Website. CHA shall not be liable to you or any third party for any termination or suspension of your access to the Website.

No warranty

To the extent permitted by applicable law, the information, materials, content, and services contained in this Website, including text, graphics, links, or other items, are provided “as is,” “as available.” CHA does not warrant the accuracy, adequacy or completeness of the information and materials and expressly disclaims liability for errors or omissions in the information and materials. No warranty of any kind, implied or statutory, including warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose, and/or freedom from computer virus, is given in conjunction with the content, features, information, services, and materials. You assume all risk and responsibility for any loss or damage whatsoever to your computer system, data, and business arising out of your use of the Website.

Limitation of liability and time for filing

To the extent permitted by applicable law, in no event shall CHA be liable to users for any damages of any type whatsoever, losses, expenses or damages resulting from lost data or breach of data or business interruption resulting from the use of or inability to use the Website arising in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, or system failure whether based on warranty, contract, tort, or other legal theory, and whether or not CHA is advised of the possibility of such damages, losses, or expenses. You specifically acknowledge that CHA shall not be liable for user content, content produced by third parties and displayed on or through the services, or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

In no event shall the collective, aggregate liability (including without limitation, contract, negligence, and tort liability) of CHA to you under this agreement exceed the amount paid by you to CHA in the twelve (12) month period preceding the date the claim arose. Nothing in these terms removes or limits CHA from any liability for fraud, fraudulent misrepresentation, or personal injury caused by its negligence, and, if required by applicable law, gross negligence.

You agree that any claim against CHA must be commenced by filing an action within one (1) year after the date the party asserting the claim first knows or reasonably should know of the act, omission, or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period.

Indemnification

You agree to indemnify and hold CHA and each of their directors, officers, and employees harmless from and against any claims and demands, including reasonable attorneys’ fees, made by any third party arising from or relating to your access and use of the Website and any content that you submit,

transmit or make available through the Website and or your violations of the terms. Your indemnification obligation shall survive the termination of your use of the Website.

Change in terms

CHA reserves the right at any time to change these terms and any other content, feature, information, product and or service contained on this Website for any reason and without notice to you. The latest terms will be posted on the Website. You agree to review the terms each time you use the Website. Your continued use of the Website following any changes will be considered your conclusive acceptance of such changes.

Governing law

Your use of the Website and these terms shall be governed by the laws of the state of California, without regard to its choice of law or conflict of law provisions. All legal actions in connection with the use of the Website and these terms shall be brought in the state courts located in Sacramento, California.

Miscellaneous terms

If a provision of these Terms is found to be unenforceable, then that provision shall be deemed severable from these Terms and shall not affect any remaining provisions.

These Terms, the Privacy Policy, and any other legal notices published by CHA in the Website is the entire agreement relating to the use of the Website. These Terms do not modify or affect any existing or future agreement between you and CHA including, but not limited to, terms that apply to a specific Website-related service.

No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind, individually or on behalf of a member, to bind CHA in any respect whatsoever.

Contact information

If you have any questions or comments about these Terms of Use, please send an email to: *[do we have an all-purpose email address we can direct inquiries to?]*

Effective: February 2021