

RecruitMe CUIMC Recruitment Website Terms of Use

Welcome to the RecruitMe CUIMC Recruitment Website, which is provided to you by Columbia University Irving Medical Center, including its subsidiaries and affiliates ("CUIMC" or "we" or "us"). All access to and use of this website and all related digital products and services (collectively, the "Services"), are subject to the following terms and conditions of use (these "Terms of Use").

Please read these Terms of Use carefully before accessing or using any part of the Services. **By accessing or using the Services, you agree that you have read, understand, and agree to be bound by these Terms of Use, as amended from time to time, and agree to be bound by the [RecruitMe Privacy Policy](#) which is hereby incorporated into these Terms of Use.** If you do not wish to agree to these Terms of Use, do not access or use any part of the Services. If you do not understand these Terms of Use, please contact us using the "Contact Us" information below.

IMPORTANT NOTICES

- **THESE TERMS OF USE CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE DISPUTES IN AN EXCLUSIVE FORUM.**
- **YOU MUST BE EIGHTEEN OR OLDER AND LOCATED IN THE UNITED STATES TO ACCESS THE SERVICES.**
- **THE SERVICES ARE NOT INTENDED TO PROVIDE INSTRUCTIONS IN THE EVENT OF AN EMERGENCY. IF YOU BELIEVE YOUR SYMPTOM OR SITUATION IS URGENT OR LIFE-THREATENING, CALL 911 OR YOUR LOCAL EMERGENCY MEDICAL SYSTEM IMMEDIATELY.**
- **THE SERVICES ARE NOT AN ATTEMPT TO PRACTICE MEDICINE OR PROVIDE SPECIFIC MEDICAL ADVICE, NOR DOES THE USE OF THE SERVICES CONSTITUTE THE PROVISION OF TREATMENT TO A USER OR ESTABLISH A DOCTOR-PATIENT RELATIONSHIP.**
- **THESE TERMS OF USE CONTAIN IMPORTANT REQUIREMENTS, RESTRICTIONS, CONDITIONS, AND OTHER PROVISIONS THAT AFFECT YOUR RIGHTS. WE ENCOURAGE YOU TO READ THEM CAREFULLY.**

1. Your Agreement with CUIMC

These Terms of Use apply to all users of the Services. You must be eighteen or over. If you do not agree with these Terms of Use, you are not authorized to access or use any portion of the Services in any manner, for any purpose. Your use of the Services is subject to these Terms of Use, the [RecruitMe Privacy Policy](#), and such other terms as you may agree to from time to time. CUIMC may change these Terms of Use at any time by posting the amended Terms of Use to the RecruitMe website without

providing notice on the website that the Terms of Use have changed. If you do not agree to the Terms of Use at any time, you may stop using the Services and terminate your account. Your continued use of the Services after the date that the amended Terms of Use are posted will constitute your acceptance of the amended Terms of Use.

2. Your Account

You must provide accurate and complete registration information when you register to use the Services. Failure to do so may constitute a breach of these Terms of Use, which may result in the termination of your account. You are responsible for the security of your passwords and for any use of your account. We are not responsible for the loss or misuse of user passwords. You shall never use another user's account without such other user's express permission. You will immediately notify CUIMC in writing of any unauthorized use of your account, or any other account related security breach of which you become aware.

CUIMC reserves the right to restrict who is eligible for an account. CUIMC reserves the right in its sole discretion to determine who may qualify for an account and reserves the right to reject or revoke any account at any time without liability. CUIMC may enable you to create accounts for minors or other members of your family over whom you have legal authority. You may only do so if you are the Authorized Individual/Authorized Individual-Representative (see definitions below). By providing information on another individual's behalf, you certify that you have such authority. CUIMC may enable you to give access to your account to Authorized Individuals.

3. Communications from CUIMC

As part of the Services, you may receive from us email and other communications, such as text messages, voice calls, alerts, and other electronic communications relating to marketing, service announcements, and administrative messages. By submitting your email address and/or telephone number through the Services, you agree that you are the authorized user for the contact information provided. You agree that any notices sent by us by email satisfy any requirement that the notices be provided in writing. Please note that CUIMC does not intend to send you any text messages.

PLEASE NOTE THAT WHEN YOU CONTACT US BY EMAIL OR TEXT, SUCH COMMUNICATION MAY NOT BE SECURE BECAUSE IT TRAVELS OVER UNSECURE COMMUNICATION LINES. BY SENDING ANY CONFIDENTIAL OR PERSONAL INFORMATION TO US VIA EMAIL OR TEXT, OR AGREEING TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US THROUGH EMAIL OR TEXT, YOU ACKNOWLEDGE AND ACCEPT ANY RISK AND DAMAGE ARISING FROM DISCLOSURE OF SUCH INFORMATION IN THE COURSE OF TRANSMISSION.

4. Not an Emergency Service

The Services are not intended to provide instructions or support in the event of an emergency. Communications through RecruitMe are not in "real-time," and should not be used for urgent or emergency situations. The Services do not provide any medical services, nor do they provide emergency or urgent medical services. PLEASE CALL 911 OR YOUR HEALTH CARE PROVIDER IF YOU BELIEVE THAT YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR IF YOU NEED URGENT CARE.

5. Not Medical Advice

You acknowledge and agree that neither CUIMC nor the Services offer medical advice. Any content or data accessed through the Services is for informational purposes only and is not a substitute for the professional judgment of health care providers in diagnosing and treating patients. CUIMC, its licensors and service providers are not responsible for the accuracy, timeliness, or completeness of the RecruitMe CUIMC Recruitment Website, or for any reliance by you or any medical professional on the data within the RecruitMe CUIMC Recruitment Website. CUIMC is not responsible for any provider's reliance or non-reliance on your RecruitMe Data, Personal Information or the accuracy thereof. For medical treatment, we strongly encourage you to consult with a qualified health care provider.

6. Researcher Access

You may use the Services to share certain self-entered Personal Information with Researchers. You may use the Services to communicate with such Researchers. You understand that any decision to use the Services in such ways is entirely voluntary. You understand that if you authorize a Researcher to access your Personal Information in the Services and communicate with you via the Services that Researcher may permit its/his/her staff and other authorized users within its/his/her facility or office to use the Services to access your Personal Information and communicate with you as well.

You acknowledge and agree that CUIMC is not responsible for any such entity misidentifying itself or any misuse of the data by such health care providers or their authorized personnel. CUIMC's sole liability and sole responsibility shall be to discontinue access to any entity or individual which CUIMC learns misidentified itself/himself/herself or is otherwise misusing RecruitMe Data.

You may revoke any Researcher's, other third-party's, or Authorized Individual's permission to (a) communicate with you through the Services; (b) request information from you or your RecruitMe Data through the Service; or (c) provide Personal Information to your RecruitMe Data by stopping the use of the Service and canceling your account. However, copies of all of your Personal Information previously disclosed to such Researchers, third parties, or Authorized Individuals and incorporated into such Researchers', third-parties', or Authorized Individuals' records, if any, may remain in such records. CUIMC cannot, and has no obligation to, remove such information from the Researchers', third-parties', or Authorized Individuals' records.

CUIMC is relying on you to review and assess the qualifications of your Researchers and to make appropriate decisions with respect to Authorized Individuals.

7. Authorized Individual-Representative

An Authorized Individual-Representative may authorize and/or have access to a RecruitMe for a Dependent. Through the account, the Authorized Individual-Representative may be able to:

- (a) review and update the Dependent's RecruitMe Data as maintained on the RecruitMe website;
- (b) communicate with the Dependent's Researchers with regard to the Dependent's research

interest and otherwise; and

(c) engage in such transactions as permitted between the Authorized Individual-Representative and the Dependent's Researchers through the RecruitMe CUIMC Recruitment Website.

An Authorized Individual-Representative may create an account on behalf of his/her Dependent. In the case that a Dependent becomes independent, he/she is able to create his/her own account on RecruitMe. He/she may also request to inactivate the account of the Authorized Individual-Representative. Each Authorized Individual-Representative agrees that if he or she becomes aware of any change in any Authorized Individual-Representative's relationship to the Dependent that may result in the Authorized Individual-Representative no longer qualifying as an Authorized Individual-Representative, the Authorized Individual-Representative will notify RecruitMe of the change.

8. CUIMC Proprietary Rights

CUIMC and its licensors own all proprietary rights to the Services and all content and technology related thereto, except for Personal Information and RecruitMe Data. CUIMC grants you a personal, revocable, non-assignable, and non-exclusive license to use the Services in accordance with these Terms of Use. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of CUIMC's or its licensors' proprietary material in the Services without the prior written consent of CUIMC. Except as expressly set forth herein, you have no right, title or license to any of CUIMC's or its licensors' intellectual property.

9. Restrictions on Use

Your use of the Services and any content accessed or submitted through the Services must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. As a condition of use, you agree not to do any of the following:

- a) upload to or transmit on the Service any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner;
- b) use the Services to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction;
- c) intercept or attempt to intercept electronic mail or messages not intended for you;
- d) misrepresent an affiliation with any person or organization;
- e) upload to or transmit on the Services any advertisements or solicitations of business;
- f) restrict or inhibit use of the Services by others, including disrupting the normal flow of dialogue, causing a screen to scroll faster than other users are able to type, or otherwise acting in a way which affects the ability of other people to engage in real time activities via the Services;
- g) upload or otherwise transmit files that contain a virus or corrupted data;
- h) collect information about others (including e-mail addresses) without their consent;
- i) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Services or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Services);
- j) post "spam," transmit chain letters or engage in other similar activities;

- k) advocate illegal activity or discuss an intent to commit an illegal act;
- l) disobey any policy or regulations, including any code of conduct or other guidelines, established from time to time regarding use of the Services or any networks connected to the Services;
- m) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
- n) upload to or transmit on the Services any hyperlinks to other sites that contain content that falls within the descriptions set forth in this Section;
- o) access the Services other than by the interfaces provided by CUIMC;
- p) create, transmit, or display health or other information that you do not own or do not have the right to use;
- q) use while distracted or preoccupied, such as when operating a motor vehicle,
- r) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by CUIMC, may harm CUIMC or users of the Services or expose them to liability.

You further agree that you will not:

- (i) use any device, software or routine that interferes with the proper working of the Services,
- (ii) attempt to interfere with the proper working of the Services,
- (iii) take any action that imposes an unreasonable or disproportionately large load on CUIMC's infrastructure, or
- (iv) access, reload or "refresh" transactional pages, or make any other request to transactional servers, more than once during any three (3) second interval.

We will fully cooperate with any law enforcement authorities or a court order requiring us to disclose the identity or other details of any person posting materials to our website in breach of this Section.

10. Modification

CUIMC may place limits on, modify, suspend or terminate all or any portion of the Services at any time without prior notice. CUIMC is not liable to you or to any third party for any modification, suspension, or discontinuance of any feature or component of the Services. We reserve the right to determine the timing and content of updates, which may be automatically downloaded and installed by the Services without prior notice to you. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

11. Termination

CUIMC reserves the right to suspend or terminate your account or restrict your access to certain aspects of the Services at any time and without notice or liability to you. Upon such suspension, termination, or restriction, CUIMC also may remove or delete data associated with your account. Accordingly, you are solely responsible for maintaining your own copies of any RecruitMe Data or Personal Information maintained within the Services or of any communications received through the Services. CUIMC assumes no liability for any information removed from the Services. CUIMC reserves the right to maintain and/or destroy all data associated with your account in accordance with its current document

retention and destruction policies. Upon any termination of your access to the Services, you must cease all use of the Services.

12. Exclusion of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUIMC HAS NO SPECIAL RELATIONSHIP WITH, NOR FIDUCIARY DUTY TO YOU. NEITHER CUIMC NOR ANY OF CUIMC'S LICENSORS OR SERVICE PROVIDERS MAKES ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE. CUIMC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE SERVICES. CUIMC AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS OR THE STATED PURPOSE. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. NEITHER CUIMC NOR ANY OF CUIMC'S LICENSORS OR SERVICE PROVIDERS MAKES ANY WARRANTY THAT THE CONTENT IN THE SERVICES SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. CONTENT IN THE SERVICES IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER CUIMC NOR ANY OF CUIMC'S LICENSORS OR SERVICE PROVIDERS MAKES ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

13. Limitation of Liability

IN NO EVENT SHALL CUIMC, NOR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, LICENSORS, OR SERVICE PROVIDERS BE HELD LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY LEGAL OR EQUITABLE THEORY ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, WRONGFUL DEATH, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICES, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN SERVICES, WHETHER OR NOT THERE IS NEGLIGENCE BY CUIMC AND WHETHER OR NOT CUIMC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NEITHER CUIMC NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN \$1,000. THE LIMITATIONS IN THIS SECTION APPLY TO YOU ONLY TO THE EXTENT THEY ARE LAWFUL IN YOUR JURISDICTION.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CUIMC AND YOU.

14. Choice of Law and Venue

These Terms of Use shall be governed by and construed in accordance with New York law, without

regard to its conflict of laws principles. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THE SERVICES IS THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK. YOU AND CUIMC CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in these Terms of Use limits either party's ability to seek equitable relief.

15. Note to International Users

Our Services are intended for individuals age eighteen (18) and older located in the United States. As such, the Services are subject to the United States export control laws and regulations, and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import of any data on our website, as may be required.

We make no representations that the content or the website are appropriate or may be used or downloaded outside the United States. Access to the website and/or the content may not be legal in certain countries outside the United States. If you access the website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction from which you access the website.

16. Indemnification

You agree to indemnify, defend and hold harmless CUIMC, its affiliates and each of its members, managers, officers, employees, agents, successors, and assigns of same, from and against any and all loss, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages and liabilities related to or associated with: (a) your use or misuse of, or access to, the Services; your breach of these Terms of Use; (b) your violation of any applicable federal, state, or local laws, rules and/or regulations; or (c) infringement by you or any third party using your account, of any intellectual property or other right of any person or entity. CUIMC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with CUIMC in asserting any available defenses.

17. Integration and Severability

Except as otherwise stated herein, these Terms of Use constitute the entire and exclusive understanding and agreement between you and CUIMC with respect to the Services, and these Terms of Use supersede all prior or contemporaneous oral or written communications and proposals between you and CUIMC with respect to the Services.

If, for any reason, a court of competent jurisdiction finds any provision of these Terms of Use invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms of Use will remain in full force and effect.

18. General Legal Terms

For purposes of clarification, these Terms of Use are for end users of the Services. From time-to-time, CUIMC may require licensees of components of the Services and other CUIMC offerings to enter into a separate agreement with CUIMC related to such components or offerings. If there is any conflict between such agreement and these Terms of Use, the separate agreement will control with respect to the specific product or service. For example, with the Services, you may enroll and participate in a research study or clinical trial. Your participation in that research study or clinical trial may be subject to

additional and different terms.

CUIMC's licensors and Service Providers are third-party beneficiaries to these Terms. If CUIMC provides you with a translation of the English language version of this agreement, the English language version of this agreement will control if there is any conflict.

Failure to enforce any provision will not constitute a waiver of that provision. If any provision is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. The other provisions of these Terms of Use shall remain in full force and effect.

Contact Us

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Floor 3
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recruitme@columbia.edu

Key Definitions

"Authorized Individual" is an Individual such as a caregiver whom you authorize to access your RecruitMe Data on your behalf.

"Authorized Individual-Representative" is an individual who has authority to create and manage a RecruitMe account on behalf of a Dependent and may include a parent, guardian, or other legal representative.

"Dependent" is a minor child or other individual for whom an Authorized Individual-Representative is the legal representative.

"Personal Information" includes but is not limited to your RecruitMe Data, as well as any other information about you that can be reasonably linked to you, such as your name, health information, and other identifiers.

"RecruitMe Data" means any information collected through the RecruitMe CUIMC Recruitment Website and related Services.

"Service Provider" is an entity that is hired to perform certain functions for CUIMC to support the development, maintenance, and implementation of RecruitMe. Service Providers may include software or website designers and data storage providers.