

RecruitMe CUMC Recruitment Website

Terms of Use

Welcome to the RecruitMe CUMC Recruitment Website. All users of this web site, as well as all related products and services (collectively, the “**Service**”), 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 Service. **By accessing or using the Service, 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 and/or the RecruitMe Privacy Policy, do not access or use any part of the Service.

While every effort is made to ensure the timeliness and accuracy of the website content and services, we make no warranties either express or implied, and assume no liability or responsibility for the completeness, use, accuracy, reliability, correctness, timeliness or usefulness, of any of the results obtained from its use. We take all reasonable steps to ensure that our website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this website is unavailable at any time. Our website and services may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

1. Definitions

- a. Aggregate Data.** Aggregate Data is RecruitMe Data that: (1) has names and other identifiers removed or altered and (2) grouped so it does not identify or connect to you as an individual. In other words, Aggregate Data is information that does not identify an individual Services user.
- b. Authorized Individuals.** An Authorized Individual is a person whom you authorize to access your RecruitMe Data on your behalf.
- c. Dependent.** A Dependent is a minor child or other individual for whom an Authorized Individual-Representative is the legal representative.
- d. RecruitMe Data.** RecruitMe Data means any information in the RecruitMe CUMC Recruitment Website. RecruitMe Data includes, but is not limited to the following:
 - i.** Your name and contact information, such as your address, phone number, or email address
 - ii.** Your medical conditions and interests
 - iii.** Your relation to the Authorized Individual
 - iv.** Demographic information, such as your age, gender, ethnicity, and occupation

- v. Computer information, such as your IP address and “cookie” preferences

RecruitMe Data includes Personal Information as defined at 1(e) and Aggregate Data as defined at 1(a).

- e. **Personal Information.** 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.
- f. **Provider.** A healthcare provider, healthcare practice, or hospital that you authorize to provide information to your RecruitMe data. When you sign up for a RecruitMe account, you may provide authorization for a healthcare practice or hospital, and authorized users, to send Personal Information to your RecruitMe account.
- g. **Authorized Individual-Representative.** An 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.
- h. **Service.** The Service includes the RecruitMe CUMC Recruitment Website and all related products and services.
- i. **Service Provider.** A Service Provider is an entity that is hired to perform certain functions for Columbia University Medical Center to support the development, maintenance, and implementation of RecruitMe. Service Providers may include software or website designers and data storage providers.

2. Your Agreement with Columbia University Medical Center

The Service is provided by Columbia University Medical Center, Clinical Trials Office, located at 154 Haven Ave, Floor 3, New York, New York, 10032 (“**CUMC**”). All references to CUMC include its subsidiaries or affiliates involved in providing the Service. Your use of the Service is subject to these Terms of Use, the RecruitMe Privacy Policy, and such other terms as you may agree to from time to time.

CUMC may change these Terms of Use at any time by posting the amended Terms of Use to the RecruitMe web site without providing notice on the website that the Terms of Use has changed. If you do not agree to the Terms of Use as any time, you may stop using the Service and cancel your account. Your continued use of the Service after the date the amended Terms of use is posted will constitute your acceptance of the amended Terms of Use.

3. Your Account

You must provide accurate and complete registration information when you register to use the Service. You are responsible for the security of your passwords and for any use of your account. We are not responsible for a user’s loss or misuse of his or her password.

CUMC reserves the right to restrict who is eligible for an account. You must be at least 18 years old and reside in the United States to use the Service. CUMC 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. CUMC 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, and by doing so, you certify that you have such authority. CUMC may enable you to give access to your account to Authorized Individuals. When you give access to an Authorized Individual, you grant permission to such Authorized Individual to access the information contained within, and/or perform certain transactions through, your account. You also may permit your authorized health care providers to communicate with such Authorized Individuals about your health status.

4. Consent to Receive Marketing Communications from CUMC

By submitting your home or mobile telephone number to us through our website and service, you agree that a representative of CUMC can contact you at that telephone number – potentially using automated technology (including Text/SMS message) or a prerecorded message. Your consent is not an obligation to purchase any services from CUMC.

5. Collection of Your Information

RecruitMe Data may be entered into the Service directly by you personally or via data transfer from a third-party repository, such as your Provider's electronic health records or other third-party sources, as further described below. With respect to your RecruitMe Data collected from third-party sources, CUMC shall not collect such information without your authorization to do so. When you provide such authorization, you may also be asked to designate how often updated information may be transmitted from the applicable third-party source to the Service. Please note, if any RecruitMe Data is released by an authorized third-party source to the Service and later invalidated by the third-party source, CUMC reserves the right at the request of the third-party source, to remove that data from your RecruitMe CUMC Recruitment Website data.

Modifications to your RecruitMe data are not automatically communicated to your Providers or any third-party sources. If you want your Provider or a third party to know of changes within your RecruitMe data, you must inform the Provider or third-party of such changes.

6. Not an Emergency Service

Communications with Providers through RecruitMe are not in "real-time," and should not be used for urgent or emergency situations. The Service does not provide any medical services. The Service does not 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.

7. Not Medical Advice

You acknowledge and agree that neither CUMC nor the Service offers medical advice. Any content or data accessed through the Service is for informational purposes only and is not a substitute for the professional judgment of health care providers in diagnosing and treating

patients. CUMC, its licensors and Service Providers are not responsible for the accuracy, timeliness, or completeness of the RecruitMe CUMC Recruitment Website, or for any reliance by you or any medical professional on the RecruitMe Data within RecruitMe CUMC Recruitment Website. CUMC is not responsible for any Provider's reliance or non-reliance on your RecruitMe Data, Personal Information or the accuracy thereof.

8. Use of Your Information

When you provide Personal Information through the Service, you provide CUMC authorization to use and distribute it in connection with the Service. However, CUMC may use Personal Information only as permitted by the RecruitMe Privacy Policy, these Terms of Use, and applicable law.

Because your RecruitMe data is controlled by you and remains with you so long as you choose, regardless of its connection to any healthcare provider, the information within it is considered Personally Identifiable Information that may be governed by the privacy and security standards of the U.S. Department of Health and Human Services (HHS) and its Breach Notification Rule. Additionally, the Federal Trade Commission requires companies to follow their written privacy policies and agreements with consumers. In the event of a Breach of a consumer's Personally Identifiable Health Information, CUMC may be required to notify the consumer, the Office for Civil Rights (OCR) of the Department of Health and Human Services and/or state regulatory authorities of the event. If required to do so, CUMC will notify you of such breach.

CUMC may use non-identifiable anonymous data that is taken from the Personal Information you provide and combine it with other anonymous data to create what is referred to as "Aggregate Data" that may be disclosed to third parties. Aggregate Data is information that describes the habits, usage patterns and/or demographics of users as a group but does not reveal the identity of particular users. Aggregate Data will be used to determine such things as user demographics and usage patterns for our services. CUMC may use Aggregate Data within CUMC to understand the needs of the RecruitMe community of users and determine what kinds of programs and services we can offer to you.

As described further below, CUMC may use your RecruitMe Data to:

- a. Operate and manage the RecruitMe Recruitment platform, software, and website
- b. Maintain and protect its computer systems
- c. Comply with the law, such as responding to subpoenas, search warrants and Court Orders

9. Provider Access

As part of the Service, you may authorize your participating Providers to provide Personal Information about you from the Providers' electronic health records to the Service. You may use the Service to share certain Personal Information with such Providers. You may use the Service to communicate with such Providers. You understand that any decision to use the Service in

such ways is entirely voluntary. You understand that if you authorize a Provider to access your Personal Information in the Service and communicate with you via the Service that Provider may permit its/his/her staff and other authorized users within its/his/her facility or office to use the Service to access your Personal Information and communicate with you as well.

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

You may revoke any Provider's, other third-party's, or Authorized Individual's permission to (a) communicate with you through the Service; (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 Providers, third parties, or Authorized Individuals and incorporated into such Providers', third-parties', or Authorized Individuals' records, if any, may remain in such records. CUMC cannot, and has no obligation to, remove such information from the Provider's, third-parties, or Authorized Individuals' records.

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

10. Authorized Individuals

You may grant access to your RecruitMe account to one or more Authorized Individuals. You may grant an Authorized Individual access to your RecruitMe account by specifically authorizing RecruitMe to permit access by such Authorized Individual to your RecruitMe account. When you grant access to an Authorized Individual, you may permit the Authorized Individual to have the same level of access to your RecruitMe account as you have, i.e., the Authorized Individual shall be authorized to access your RecruitMe health record and to communicate with your Providers and/or engage in other transactions with your Providers to the same extent that you are able using RecruitMe. Whether or not you grant an Authorized Individual full-access access to your RecruitMe account, only you will be able to establish or terminate connections with your Providers. You acknowledge and agree that: (a) you are solely responsible for verifying the identity of, and monitoring the use by, any Authorized Individual you select; and (b) CUMC has no responsibility or liability in connection with any access to, or use of, your account and information by any Authorized Individual.

11. 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 Providers with regard to the Dependent's health status and otherwise; and (c) engage in such transactions as permitted between the Authorized Individual-Representative and the Dependent's Providers through the RecruitMe CUMC Recruitment Website. A Dependent's RecruitMe account will be linked to an Authorized Individual-Representative until RecruitMe is notified by the Dependent's Provider or a court of law or agency with appropriate authority that the Dependent has been emancipated, attained legal custody of his or her own health information, or the minor Dependent reaches the age of 18, or that a different Authorized Individual-Representative has been named. Each Authorized Individual-Representative understands that a Dependent's RecruitMe account also may be linked to the RecruitMe account of another Authorized Individual-Representative, and each Authorized Individual-Representative will have the same rights to access and communicate through the Dependent's RecruitMe account. 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 advise the Dependent's Providers of the same.

12. Third-party Content & Services

CUMC may make third-party services available through the Service. For example, CUMC may enable you to integrate your RecruitMe data with third-party personal health records. In order to use a specific available service, you must inform CUMC that you would like to: (a) allow the third-party Service Provider to retrieve, provide, and/or modify RecruitMe Data in your account or (b) otherwise share your RecruitMe data with the third-party Service Provider. Once you authorize a specific third-party Service Provider to access your account, the Service Provider may continue to access your account until you stop use of the service and cancel your account. Third-party Service Providers may include both Providers and other entities. You are solely responsible for reviewing and approving each such third-party before sharing your RecruitMe Data through the Service or otherwise allowing them to access it. If you elect to use any service CUMC adds to or enables within the Service, such election constitutes your authorization and consent to sharing your Personal Information with all authorized third-parties.

CUMC is not responsible for and does not endorse any third-party content or services, and does not make any representations or warranties regarding their quality, content or accuracy. CUMC further does not endorse any third-party Service Providers (including Providers), products, services, opinions, or web sites accessed through the Service. USE OF THIRD-PARTY SERVICES AND RELIANCE ON THEIR CONTENT IS SOLELY AT YOUR OWN RISK. CUMC MAY NOT BE HELD LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY THIRD-PARTY SERVICE OR CONTENT.

13. CUMC Proprietary Rights

CUMC and its licensors own all proprietary rights to the Service and all content and technology related thereto, except for Personal Information and RecruitMe Data. CUMC grants you a

personal, revocable, non-assignable, and non-exclusive license to use the Service 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 CUMC's or its licensors' proprietary material in the Service without the prior written consent of CUMC. Except as expressly set forth herein, you have no right, title or license to any of CUMC's or its licensors' intellectual property.

14. Restrictions on Use

Your use of the Service and any content accessed or submitted through the Service must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. Specifically 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 Service 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 Service any advertisements or solicitations of business; (f) restrict or inhibit use of the Service 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 this Service; (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 Service or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Service); (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 this Service or any networks connected to this Service; (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 Service any hyperlinks to other sites that contain content that falls within the descriptions set forth in this Section; (o) access the Service other than by the interfaces provided by CUMC; (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, and only access our website with due regard for your own safety and the safety of others; or, (r) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by CUMC, may harm CUMC or users of the Service 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 Service, (ii) attempt to interfere with the proper working of the Service, (iii) take any action that imposes an unreasonable or disproportionately large load on CUMC'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.

15. Modification and Termination

CUMC may place limits on, modify, suspend or terminate all or portion of the Service at any time without prior notice. Additionally, notwithstanding the rights you may have to the Personal Information and/or RecruitMe Data in the website, if any, CUMC may cancel your account and delete all data associate with your account at any time, and without notice, if we deem that you have violated the terms of this agreement. The connection to your Provider may be modified, suspended, or terminated by your Provider at any time and without notice. In addition, except with respect to an Authorized Individual-Representative who establishes an account on behalf of a Dependent, CUMC will terminate your account within ninety (90) days of its receipt of a death certificate certifying your death. With respect to an Authorized Individual-Representative, CUMC will terminate all accounts associated with such Authorized Individual-Representative with ninety (90) days of its receipt of a death certificate certifying the death of such Authorized Individual-Representative unless a Dependent also has a living Individual-Representative associated with the account. Accordingly, you are solely responsible for maintaining your own copies of any RecruitMe Data or Personal Information maintained within the Service or of any communications received through the Service. CUMC assumes no liability for any information removed from the Service. CUMC also has 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 Service, you must cease all use of the Service.

16. Exclusion of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER CUMC NOR ANY OF CUMC'S LICENSORS OR SERVICE PROVIDERS MAKES ANY EXPRESS WARRANTIES, AND EACH OF THEM DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER CUMC NOR ANY OF CUMC'S LICENSORS OR SERVICE PROVIDERS MAKES ANY WARRANTY THAT THE CONTENT IN THE SERVICE SATISFIES GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS. CONTENT IN THE SERVICE IS DEVELOPED FOR USE IN THE UNITED STATES, AND NEITHER CUMC NOR ANY OF CUMC'S LICENSORS OR SERVICE PROVIDERS MAKES ANY REPRESENTATION CONCERNING THE CONTENT WHEN USED IN ANY OTHER COUNTRY.

17. Limitation of Liability

NEITHER CUMC NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USE OF, OR INABILITY TO USE, THE SERVICE, 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 SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN SERVICE, WHETHER OR NOT THERE IS NEGLIGENCE BY CUMC AND WHETHER OR NOT CUMC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. NEITHER CUMC 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.

18. Law and Venue

These Terms of Use are governed by New York law. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THE SERVICE IS THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK. YOU AND CUMC CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in this agreement limits either party's ability to seek equitable relief.

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.

Our website is 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.

19. Indemnification

You agree to indemnify, defend and hold harmless CUMC, the website and its members, managers, officers, employees, agents and the 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 your use of the website and any violation of this Terms of Use by you.

20. General Legal Terms

For purposes of clarification, these Terms of Use are for end users of the Service. From time-to-time, CUMC may require licensees of components of the Service and other CUMC offerings to enter into a separate agreement with CUMC 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.

CUMC's licensors and Service Providers are third-party beneficiaries to these Terms of Use. If CUMC 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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