



Terms of Service

These Terms of Service, together with the Privacy Policy, form an agreement (the “Agreement”) between the Partners in Bleeding Disorders Education Program (“Partners”[§]) and the individual (“You”) identified on the site registration form. This Agreement governs your use of the Partners Website, www.PartnersPRN.org.

By clicking the “I accept” button displayed as part of the Partners Website registration process, you affirm that you are at least 18 years of age, you agree to the Partners Terms of Service and Privacy Policy, and you will comply with these terms in connection with your use of www.PartnersPRN.org.

1. Medical Disclaimer

- 1.1. The information contained on the Partners Website is provided for your general information only. Partners does not give medical advice or engage in the practice of medicine. Partners under no circumstances recommends particular treatment for specific individuals. In all cases, patients should consult their physician, hematologist, or local Hemophilia Treatment Center before pursuing any course of treatment.

All information and content on this Website is protected by copyright. All rights are reserved. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works, or using any information available on or through the site for commercial or public purposes.

2. Fees and Payments

- 2.1. **Fees for Services.** All Partners services are provided free of charge to all constituents.
- 2.2. **Funding.** The Partners in Bleeding Disorders Education programs are funded by an unrestricted educational grant from Baxalta US, Inc. Funding to support participant travel and lodging is provided by a generous contribution from the Indiana Hemophilia & Thrombosis Center, Inc.
- 2.3. **Fee Changes.** Partners may change the fees charged for services at any time, for any reason, provided that constituents are provided with reasonable prior written notice of any change in fees and are given an

[§] Partners in Bleeding Disorders Education (“Partners”) is a collaborative program and, in the context of Our Commitment to Privacy, includes the following organizations and groups: Partners Advisory Board, U.S. HTC Network Regional Coordinators, Indiana Hemophilia & Thrombosis Center, National Hemophilia Foundation, and Hemophilia Foundation of Michigan.



opportunity to cancel Website registration or program attendance before the change in fee becomes effective.

3. Privacy

- 3.1. **Privacy.** In the course of using the Services, you may submit content to Partners (including your personal data). We know that by giving us this content, you are trusting us to treat it appropriately. Partners' Privacy Policy details how we treat your content and personal data and we agree to adhere to that policy. You in turn agree that Partners may use and share your content in accordance with our Privacy Policy.
- 3.2. **Confidentiality.** Partners will treat your content as confidential information and only use and disclose it in accordance with these Terms of Service and our Privacy Policy. However, your content is not regarded as confidential information if such content: (a) is or becomes public, for instance, by being posted voluntarily in comment, testimonial, or blog areas (and not through breach of these Terms by Partners); (b) was lawfully known to Partners before receiving it from you; (c) is received by Partners from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by Partners without reference to your content.

4. Intellectual Property (IP)

- 4.1. **Partners Content is Protected.** Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the services. Except as permitted by Partners' Brand and Trademark Use ([section 4.3](#)), these Terms do not grant you any right to use Partners' trademarks or other brand elements.
- 4.2. **Copyright Claims.** Partners respects the intellectual property rights of others. We will respond to notices of alleged copyright infringement or misuse of content promptly. If you believe that your work has been exploited in a way that constitutes copyright infringement or misuse of content, please contact us immediately.
- 4.3. **Partners' Brand and Trademark Use.** The Partners' brand and trademark are protected by the U.S. Patent Office. Reproduction of the Partners logo is strictly prohibited unless permission is provided by Partners personnel.
- 4.4. **Editable Materials.** Some online learning activities are accompanied by editable Word document attachments. These are provided for the learner to utilize in clinical practice and may be edited according to the user's needs.

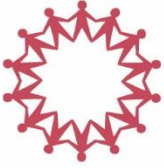


5. Third Party Resources

- 5.1. **Web Links.** Partners may publish links in its Services to internet websites maintained by third parties. Partners does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

6. Account Management

- 6.1. **Maintain a Single Account.** Because your account contains a record of your live event attendance and online learning activity enrollment and completion, you are asked to maintain a single account rather than multiple accounts. The demographic information, including employer and email address, associated with your account can be changed, thus, a single Partners account can be maintained throughout your career in the Hemophilia Treatment Center Network, even if your place of employment or other demographic details change.
- 6.2. **Keep Your Password Secure.** Upon registering for a User account at www.PartnersPRN.org, you may be asked to establish a password to access your account. You are responsible for safeguarding your password and any other credentials used to access your account. You, and not Partners, are responsible for any activity occurring in your account (other than activity that Partners is directly responsible for which is not performed in accordance with your instructions, such as account upgrades), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should contact us immediately. Accounts may not be shared and may only be used by one individual per account.
- 6.3. **Keep Your Details Accurate.** Partners sends continuing education certificates and occasional notices or surveys to the email address associated with your account. You must keep your email address and contact details associated with your account current and accurate. Accounts are controlled not by Partners, but by the entity whose email address is registered with the account (i.e., you).
- 6.4. **Account Approval.** Access to certain parts of the Partners Website as well as attendance at all live events is limited to individuals who are employed by a federally recognized Hemophilia Treatment Center. Eligibility is determined by your Regional Coordinator through an automated email process.
- 6.5. **Account Suspension.** Access to certain parts of the Partners Website is limited to individuals who are employed by a federally recognized Hemophilia Treatment Center (HTC). While you are an employee at an HTC, you will be eligible to access this content. Should you leave the HTC Network, your access to the HTC-only content will be suspended. Should you re-join the HTC Network, you may contact us to have your account unsuspended. Your record of Partners Website activity from prior to the suspension will remain intact.



6.6. **Account Deletion.** In some circumstances, an account may be deleted. This will delete all record of Partners Website activity. Upon written request at contact us, we will delete your account. Your account will also be deleted if you are found to be in violation of the Privacy Policy and/or Terms of Service.

7. User Requirements

7.1. **Legal Status.** If you are an individual, you may only use the Service if you have the power to form a contract with Partners. None of the Services are intended for use by individuals less than 18 years old. Only individuals are allowed to form a contract with Partners. Partnerships, corporations, associations, and artificial persons are not allowed to enter into these Terms of Service.

8. Changes and Updates

8.1. **Changes to Terms.** Partners may change these Terms at any time for any reason, such as to reflect updates to Services and to account for new Services or functionality. Any changes will be posted to the location at which these Terms appear. Partners may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. If applicable, your consent will be obtained for any changes. If you disagree with changes to terms, you may opt to discontinue using the Services.

8.2. **Changes to Services.** Partners strives to constantly improve the Services. Partners may add, alter, or remove functionality from a Service at any time and without prior notice to constituents. Partners may also limit, suspend, or discontinue a Service at its discretion. Partners may remove content from the Services at any time in our sole discretion, although we will endeavor to maintain all online educational materials through the expiration date and to notify you before content is removed if practical under the circumstances.

8.3. **Expiration of Content.** Continuing education content is subject to one-year accreditation terms, with defined launch and expiration dates. While content is often renewed for consecutive one-year terms, Partners makes no guarantee that content will remain available beyond the expiration date. The expiration dates for online learning activities are clearly posted and these dates serve as notice to you that content may be removed at that date. Separate notification of content removal will not be sent when expiration dates are posted.

9. Disclaimers and Limitations of Liability

9.1. While it is Partners' goal and in Partners' interest to provide you with an outstanding experience when using the Services (and we take pride in our work), there are certain promises we cannot make about them.

We try to keep our Services online at all times, but they may be unavailable from time to time for various

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reasons. EXCEPT AS PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND PARTNERS DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

- 9.2. **Exclusion of Certain Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, PARTNERS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF PARTNERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 9.3. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, PARTNERS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ASSUME NO LIABILITY FOR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS.