Terms of Use – Enroll-HD Website Training Sub-Domain

These Terms of Use apply to your use of hdtraining.enroll-hd.org (collectively, the "Enroll-HD Website Training Sub-Domain"). The Enroll-HD Website Training Sub-Domain is being made available for your use by CHDI Foundation, Inc. If you browse or otherwise use the Enroll-HD Website Training Sub-Domain, you accept these Terms of Use.

Your use of certain areas and/or sub-domains of the Enroll-HD Website Training Sub-Domain may be subject to additional terms of use, terms that supersede these Terms of Use or other agreements (collectively, the "Additional Terms of Use"). You will be informed of any such Additional Terms of Use when you visit any such areas and/or sub-domains of the Enroll-HD Website Training Sub-Domain. By using such areas and/or sub-domains, or any part thereof, you agree to be bound by such Additional Terms of Use.

We reserve the right to modify these Terms of Use and any Additional Terms of Use at any time by posting any such modifications here. Your continued use of the Enroll-HD Website Training Sub-Domain after such modification is made constitutes your acceptance of, and agreement to be bound by, the Terms of Use and/or any Additional Terms of Use, as modified. If you do not agree with these Terms of Use and any Additional Terms of Use, please do not access or use the Enroll-HD Website Training Sub-Domain.

Limitations on Use

We reserve the right, in our sole discretion, without any obligation or notice requirement, to suspend or deny your access to the Enroll-HD Website Training Sub-Domain for any reason, including for scheduled or unscheduled maintenance, upgrades, improvements or corrections.

You may not attempt to gain unauthorized access to the Enroll-HD Website Training Sub-Domain, through hacking, password mining or any other means to circumvent the Enroll-HD Website Training Sub-Domain's security procedures. You may not use the Enroll-HD Website Training Sub-Domain (i) in any manner that could damage, disable, overburden or impair the Enroll-HD Website Training Sub-Domain or any service provided through the Enroll-HD Website Training Sub-Domain, or interfere with any other user's use and enjoyment of the Enroll-HD Website Training Sub-Domain or any service provided through the Enroll-HD Website Training Sub-Domain or (ii) for any purpose that is unlawful or prohibited by these Terms of Use or, as applicable, any Additional Terms of Use. You may not make use of the Enroll-HD Website Training Sub-Domain or any service provided through the Enroll-HD Website Training Sub-Domain to forge e-mail headers or send bulk unsolicited e-mail messages.

Privacy Policy
These Terms of Use include our Privacy Policy, which describes how we use your personal information.

Accuracy of Content

Any content we provide or post on the Enroll-HD Website Training Sub-Domain may contain errors or inaccuracies, including both typographical and substantive errors. We reserve the right, in our sole discretion and for any reason, without any obligation or notice requirement, to discontinue, change, improve or correct the content we provide or post on the Enroll-HD Website Training Sub-Domain. Any dated content we provide or post on the Enroll-HD Website Training Sub-Domain is published as of its date only and we have no responsibility to update or amend any such content.

It is your sole responsibility to evaluate the accuracy, completeness or usefulness of any content provided or posted on the Enroll-HD Website Training Sub-Domain.

Links to Other Websites

These Terms of Use and any Additional Terms of Use apply only to the Enroll-HD Website Training Sub-Domain. We may provide links to other websites, but we do not control the content on those websites or their practices. We are not responsible for other websites' content, information collection practices or use of any information they collect. Links to other websites do not constitute an endorsement by us of those websites or their content, owners or posters.

Your Use of Content Contained on the Enroll-HD Website Training Sub-Domain

The entire Enroll-HD Website Training Sub-Domain is copyrighted. Certain content, such as articles and/or other materials you may find within the Enroll-HD Website Training Sub-Domain, may also be separately copyrighted by us or by others.

Except where otherwise expressly noted or contemplated, all content provided or posted on the Enroll-HD Website Training Sub-Domain is being made available to you solely for the purpose of providing you with access to data and/or materials for educational and training purposes in relation to your conduct of the Enroll-HD Study.

Except where otherwise expressly noted or contemplated on the Enroll-HD Website Training Sub-Domain or in any Additional Terms of Use, we grant you a personal, revocable, non-exclusive and non-transferable license to access and use any content we have provided or posted solely for educational and training purposes in relation to your conduct of the Enroll-HD Study. Certain content we have provided or posted on the Enroll-HD Website Training Sub-Domain may also be subject to you agreeing to Additional Terms of Use specifically covering such content. Except as otherwise expressly noted, you may not copy any content provided or posted on the Enroll-HD Website Training Sub-Domain.

You acknowledge and agree that the permission granted in this section does not constitute an endorsement by us of you or your use of any such content. Please contact us
directly for copyright permissions other than those expressly granted in these Terms of Use or any Additional Terms of Use.

Passwords

Your use of certain portions of the Enroll-HD Website Training Sub-Domain and access to certain content requires a password. When creating such password, you must provide certain personal information. Anyone with knowledge of your password can gain access to such restricted portions of the Enroll-HD Website Training Sub-Domain and restricted content as well as your personal information. Accordingly, you must keep your password secret. By agreeing to these Terms of Use and any Additional Terms of Use, you agree to be solely responsible for the confidentiality and use of your password, as well as for any communications entered through the Enroll-HD Website Training Sub-Domain using your password. You agree to immediately notify us if you become aware of any loss or theft of your password or any unauthorized use of your password. We reserve the right to delete or change a password at any time and for any reason.

Disclaimer of Warranties, Not a Substitute for Medical Advice and Limitation of Liability

THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHERWISE, AS TO THE OPERATION OF THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN, OR THE ACCURACY, TIMELINESS OR COMPLETENESS OF CONTENT OR SERVICES INCLUDED ON THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN AND ANY CONTENT OR SERVICES INCLUDED ON THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN IS AT YOUR SOLE RISK.

ALL CONTENT INCLUDED ON THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN, SUCH AS TEXT, TREATMENTS, DATA, DOSAGES, OUTCOMES, CHARTS, PATIENT PROFILES, GRAPHICS, PHOTOGRAPHS, IMAGES, ADVICE, MESSAGES, FORUM POSTINGS AND ANY OTHER CONTENT PROVIDED ON THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN ARE FOR INFORMATIONAL PURPOSES ONLY. WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER CONTENT THAT MAY BE MENTIONED ON THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN.

YOU EXPRESSLY AGREE THAT NEITHER WE NOR OUR AFFILIATES AND AGENTS ARE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OR RESULTING FROM YOUR USE OF THE ENROLL-HD WEBSITE TRAINING SUB-DOMAIN OR ANY CONTENT OR SERVICES INCLUDED ON THE ENROLL-HD
WEBSITE TRAINING SUB-DOMAIN, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

Copyright Policy

We respect the intellectual property of others and we ask users of the Enroll-HD Website Training Sub-Domain to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, we have adopted a policy of, in appropriate circumstances and at our sole discretion, terminating users of the Enroll-HD Website Training Sub-Domain who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Enroll-HD Website Training Sub-Domain of any user of the Enroll-HD Website Training Sub-Domain who infringes any intellectual property rights of others, whether or not there is any repeat infringement.

Procedure for Notifying Us of Claims of Copyright Infringement

If you believe that any content provided or posted on the Enroll-HD Website Training Sub-Domain infringes upon any copyright which you own or control, or that any link on this Enroll-HD Website Training Sub-Domain directs users to another website that contains content or descriptions that infringes upon any copyright which you own or control, you may file a notification of such infringement with us as set forth below.

Notifications of claimed copyright infringement must be sent to the attention of: CHDI Foundation, Inc., c/o CHDI Management, 350 Seventh Avenue, Suite 200, New York, NY 10001, Attention: David P. Rankin, Chief Legal Officer.

Governing Law

These Terms of Use and any Additional Terms of Use shall be governed by and construed in accordance with the domestic laws of the State of New York, USA without giving effect to any choice or conflict of law provision or rule (whether of the State of New York, USA or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York, USA.