

# Novant Health Community Voice Terms & Conditions

---

May 23, 2022

These terms and conditions set forth below (“NH Community Voice Agreement”) govern your access to and use of, as a participant, Novant Health Community Voice (“the Platform”). This NH Community Voice Agreement incorporates all provisions of Novant Health’s Digital Privacy Policy: <https://www.novanthealth.org/home/digital-privacy-policy.aspx>. By accessing or using the Platform or viewing, downloading or using any information provided, contained, linked or otherwise accessible on or through the Platform (“Content”), you expressly agree to be bound by this Agreement, Novant Health’s Digital Privacy Policy as well as all applicable laws, regulations and other requirements binding on you, your institution and/or Novant Health, Inc. or its affiliates or subsidiaries, or any of its or their trustees, directors, officers, managers, members, faculty, medical staff, employees, students or other personnel, or any of its or their contractors or agents (all of the above collectively, “Novant Health”).

**Do not use the Platform if you do not agree to all of the terms and conditions of this Agreement.**

Novant Health may update and change the NH Community Voice Agreement at any time. You are responsible for reviewing this Agreement periodically and your continued usage of the Platform after such updates and changes constitutes acceptance of those updates.

## NH Community Voice is Not Medical Treatment

**MEDICAL DISCLAIMER.** IF THIS IS A MEDICAL EMERGENCY, PLEASE IMMEDIATELY CALL EMERGENCY PERSONNEL (911) TO GET PROMPT MEDICAL ATTENTION. DO NOT RELY ON ELECTRONIC COMMUNICATIONS FOR ASSISTANCE IN REGARD TO YOUR IMMEDIATE, URGENT MEDICAL NEEDS. THIS SITE AND OUR EMAIL ARE NOT DESIGNED TO RESPOND TO MEDICAL EMERGENCIES. The Platform, and all content, communications, or services available therein are available for general purposes only and do not constitute medical advice, diagnosis or treatment. If you choose to send information through the Platform, you are not establishing a treatment relationship between you and Novant Health.

## Participant Conditions

Participation in NH Community Voice is limited to individuals over the age of 18 (“Participants”). While NH Community Voice attempts to ensure that all Participants verify that they meet these age conditions, NH Community Voice cannot prohibit minors from visiting the Platform or viewing its contents; therefore parents and guardians are solely responsible for supervising minors in connection with use or viewing of the Platform and its contents.

Participation in NH Community Voice is open to members of the community and is entirely voluntary. Participants are in no way required to receive medical care or other items or services from Novant Health. Participants are not entitled to compensation in connection with any activity related to the Platform, and may terminate their enrollment or participation at any time for any reason. Novant Health may terminate any Participant's enrollment or participation at any time for any reason, including management of the number of Participants in the program.

Participants may be asked to share, and may choose to share, personal information such as name, age, financial status, demographic information and health conditions. Such information is shared voluntarily by you and is not confidential information or protected health information under any federal or state privacy law. Any information submitted by Participants, including personal information, may be shared individually or in aggregate with other Participants or third parties.

NH Community Voice may, from time to time, offer incentives and prizes to Participants. Such incentives are not dependent upon the request for, or receipt of, any items or services from Novant Health. NH Community Voice reserves the right, in its sole discretion, to restrict the number and type of Participants eligible to receive any incentives or prizes.

## **Participant Conduct**

NH Community Voice gives healthcare consumers, as Participants, the opportunity to share their voice and experiences in order to build a stronger healthcare community. Participants should provide constructive comments, suggestions and feedback to NH Community Voice, including their posting, uploading and submission of materials to the Platform ("Submissions"). Novant Health reserves the right to edit and delete all Submissions, including but not limited to disparaging, harassing and negative materials.

You agree to use the Platform and its content for the uses set forth in this NH Community Voice Agreement and shall not use the Platform for any improper or unlawful purpose, including but not limited to:

- to engage in any unlawful activity;
- to impersonate any other individual or entity;
- for any commercial purpose, including but not limited to solicitation and advertising;
- to use, download or copy, or provide to any other person or entity any Platform contents or any portion thereof;
- to submit or communicate any material which Novant Health, in its sole determination, finds to be inappropriate, profane, defamatory, slanderous, obscene, indecent, hateful, abusive, threatening, harassing, unlawful or inconsistent with Novant Health's Mission, Vision and Values;
- to submit materials that may contain viruses, malware, or any other software which may interfere with the proper functioning of, or to restrict or inhibit another user from accessing or using the Platform; or
- to mislead others.

Submissions are submitted by Participants without any expectation of compensation to you or any third party. You grant Novant Health the right to use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat Submissions. This right includes, without limitation, the right for Novant Health to publish your name and your likeness in connection with Submissions and the right to sublicense such rights as necessary to provide the Platform.

While Novant Health reserves the right to review and edit all submissions for compliance with this NH Community Voice Agreement, Novant Health has no obligation to screen, edit or monitor Submissions or Participant-generated content. Appearance of Participant-generated content on the Platform does not constitute an endorsement by Novant Health of any information, link or content. In addition to any legal remedy that Novant Health may have hereunder or otherwise at law or equity for violation of the terms of this Agreement, Novant Health may immediately suspend or terminate your access to and/or use of the Platform and its contents and/or remove you from participation in all NH Community Voice activities.

## **Use of the Platform**

NH Community Voice grants you, as a Participant, permission to access and view the Platform and its content, for the sole purpose of soliciting insights and opinions from you and the NH Community Voice community, and not as a source of medical advice. The Platform is not a venue to communicate with medical professionals about treatment of a health condition and Novant Health does not communicate Participant comments to medical professionals for the purpose of treatment of a specific health condition.

You will not duplicate, screenshot, copy, reproduce, alter, modify, create derivative works from, or display any Content of the Platform without prior written permission of Novant Health, Inc. All intellectual property, including but not limited to the Platform and its contents, software, materials, images, graphics, illustrations, photographs, video, audio, copyrights, trademarks, service marks, trade names, trade secrets and patents, are and shall remain the sole and exclusive property of Novant Health or applicable third party licensors. You will not alter or remove any proprietary notices from any content accessed through the Platform. You further agree not to, or permit others to, decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code related to the Platform. You also agree that you will not use any robot, spider, or automated device, or manual process to monitor or copy any Content from the Platform.

Novant Health makes no representation or warranty regarding the accuracy, completeness or timeliness of the Platform and its contents. Access to the Platform and use of its contents are entirely at the Participant's own risk and Novant Health disclaims all warranties and guarantees with respect to the Platform and its contents.

By accessing the Platform or its content, you, on your behalf waive all claims for, and agree to indemnify and hold harmless Novant Health from and against, any and all claims, or loss arising out of or in connection with your access to or use or disclosure of the Platform or its content and your other acts or omissions arising out of or in connection with this NH Community Voice Agreement. You agree that you and you alone are responsible for your use of the Platform.

The Platform may include links to other resources, including other websites. Novant Health is not responsible for any of the content provided on third-party websites, and makes no representations as to such content or its accuracy. All information, products, advertisements, and other content contained in third-party sites are neither approved nor endorsed by Novant Health, and Novant Health is not responsible for such information, products, advertisements or other content. Additionally, any advertisements on the Platform do not constitute an endorsement by Novant Health.

### **Communicating with you**

By enrolling in NH Community Voice and using the Platform, you give permission to be contacted for payment, patient satisfaction, promotional, or other healthcare operation purposes via any of the telephone numbers, email addresses or other contact information you have registered or otherwise provided. This includes contact through a pre-recorded message, automatic dialing system, artificial voice, email message or text message. Contact may also be made by businesses helping Novant Health provide treatment, collect money that you owe, promote its products or conduct its operations.