

# Clinical Manager/Study Manager: Terms of Service

Effective Date: December 17, 2013

The American Thrombosis and Hemostasis Network (ATHN) is pleased to offer you ATHN infrastructure components, including Clinical Manager and Study Manager. These electronic web-based systems will assist you in collecting standardized clinical, demographic and genetic information about your patients and in participating in surveillance and research projects under the stewardship of ATHN. If you are interested in using this Site, please review this Terms of Service statement.

**THIS NOTICE DESCRIBES THE TERMS UNDER WHICH ATHN CLINICAL MANAGER AND STUDY MANAGER ARE AVAILABLE FOR USE. USING THE INFRASTRUCTURE INDICATES YOUR ACCEPTANCE OF THESE TERMS. PLEASE REVIEW THEM CAREFULLY. AS STEWARD OF THE NATIONAL INFORMATION INFRASTRUCTURE, ATHN'S OBLIGATIONS ARE GOVERNED BY THE DATA USE AND BUSINESS ASSOCIATE AGREEMENTS (DUBAA'S) WITH EACH PARTICIPATING SITE.**

As a user of ATHN Clinical Manager and Study Manager, you agree and understand the following.

## Our Limited License to You

Clinical Manager, Study Manager and related materials available on the Site (with the exception of the clinical, demographic and genetic information that may be collected using these systems) are the property of ATHN and/or our licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided to you as an ATHN Affiliated Hemophilia Treatment Center solely for your use in the care of your patients, the management of your practice and to facilitate data collection and reporting. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service, by the owner of the materials, or in additional terms and conditions that may apply to specific sections of the Site, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by e-mail or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your noncommercial use, provided that you keep intact all copyright and other proprietary notices. Information about requesting permission to reproduce or distribute materials from the Site, please e-mail ATHN at [info@athn.org](mailto:info@athn.org).

## Other Terms

### Interactive Content

By choosing to use ATHN Clinical Manager and Study Manager, you have requested that ATHN send information to your computer or mobile device. You authorize ATHN to transmit such information, in a format and with features ATHN deems appropriate. Information transmitted by ATHN may include files which will be stored on your computer or mobile device, including text files such as cookies.

### Analytics

You understand and agree that ATHN may collect information about how you use the system/service. This includes, for example, what pages on our tools you visit and how you interact with them. We also track data about our websites, such as the total number of visits to our websites, the number of visitors to each page of our websites, and the domain names of our visitors' internet providers. Non-identifiable limited data sets may be incorporated into the ATHN dataset or similar datasets for research purposes under the specific terms of those projects.

### Subject to Change

You agree that ATHN may change or discontinue this Site, including the system and related services in its sole discretion and with no prior notice to you.

### Sole Consideration

You agree that ATHN's sole offer to you is to provide this infrastructure as-is, or as modified by ATHN in its sole discretion.

### Privacy Statement

By agreeing to these terms of use, you also accept the then current Data Use and Business Associates Agreement (DUBAA) of your treatment center with ATHN and ATHN's Privacy Policy.

### Not Professional Advice

You agree and understand that ATHN does not use this Site to provide medical advice, financial advice, or legal advice. You will not rely on any statements made on this website as though it were professional advice.

### Limitations on Liability

You agree that unless we do something grossly negligent or an act of willful misconduct, we will not be liable to you or to any third party. This Site, infrastructure and related services are provided under the condition that ATHN or other Affiliates cannot be liable for damages of any kind (direct, indirect, incidental,

special or consequential) that result from the use, or the inability to use, this or any ATHN Site or service, or any materials or functions of any such system. This condition applies even if we have been advised of the possibility that such damage might occur. By using the site/service, you agree that our liability for any such damages, losses or causes of action, cannot exceed the amount paid by you for accessing any ATHN site/system/service. Even if the damages result from negligence on our part, this limit on our liability still applies.

## Intellectual Property

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## Opting Out

If you ever decide that you do not wish to continue to use ATHN Clinical Manager and Study Manager Site or do not wish to receive information about these programs from us, you may opt out by contacting us at [info@athn.org](mailto:info@athn.org). After you opt out, ATHN shall have the right to retain the data already provided or used for analytic purposes and will continue to the protections as required.

For more information on ATHN privacy requirements, systems and services, please visit ATHN's web site, [www.athn.org](http://www.athn.org).