

Terms of Service

The NJSERV (hosted by New Jersey Department of Health) and its agents, contractors, sub-contractors, and third-party service providers (collectively, "the Client") provides NJSERV, a world wide web site (hereinafter referred to as the "Site") as a service to register, credential, manage, and deploy individuals who are interested in assisting during disaster situations.

The Site and any materials for download only are available on the terms and conditions described below, which are intended to be legally binding on (1) those who register as volunteers, and (2) those who seek to access the data collected herein in the event of an emergency (hereinafter collectively referred to as you).

YOU MUST AGREE TO THESE TERMS OF SERVICE TO USE THIS SITE

By using or registering on the Site you agree to these terms and conditions ("Terms of Service") and the Site Privacy Policy. You agree to accept notices electronically. Each time you use the Site, you reaffirm your acceptance of the then-current Terms of Service. If you do not wish to be bound by these Terms of Service, you may discontinue using the Site. You cannot use, access data, credentials, sign up or register on the Site until you have accepted these Terms of Service. If you do not agree to these terms and conditions, do not use this Site. You may not use the Site for any illegal or unauthorized purpose.

IMPORTANT - READ CAREFULLY:

YOUR USE OF THIS SITE AND ITS SERVICES AND ASSOCIATED SOFTWARE (THE "SITE SERVICES") IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.

The Client reserves the right to modify or terminate the Site Service for any reason, and without notice, without liability to you, or any third party. We also reserve the right to modify these Terms of Use from time to time without notice. You are responsible for regularly reviewing these Terms of Use so that you will be apprised of any changes.

Please read all of the material below and note that a disclaimer of the implied warranties of merchantability, fitness for a particular purpose, and limitation of liability is set forth in the capitalized text below.

OBJECTIVE

The Site functions as a non-commercial and member only venue to assist in the registration of individuals, validation of professional licensure, management of program deployment information and emergency notification preferences for members, and deployment of members who wish to participate in the Client's Emergency Systems for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and/or other programs located on this Site.

The Site presently limits registration to members of programs and organizations authorized by the Client. The Site confirms the identity of users through the use of email accounts and information provided at the time of registration. The Site confirms the qualification, background information, or abilities of members primarily through validation by third party information providers or participating program administrators. Submitted information is the responsibility of individual members and their sponsoring organizations or programs. The Client does not accept any responsibility for the information submitted by individuals or their sponsoring organizations.

THE SITE PRODUCTS

For purposes of these Terms of Service, the term Products shall mean the Site (whether pre-installed, on a medium or offered by download), the Site services, the Site and all other software, features, tools, web sites, and services provided by or through the Site.

ADDITIONAL TERMS AND CONDITIONS FOR OTHER SERVICES OR PRODUCTS

You agree and understand that certain Site Products, features and services offered by or through the Site (including services from the Client) may be subject to additional terms and conditions or registration requirements.

You agree to abide by these additional terms, and you further agree that a violation of those terms while you are accessing the data and or services through the Site shall constitute a breach of these Terms of Service.

MODIFICATIONS TO THE TERMS OF SERVICE

The Client, through the Site, may change the Terms of Service at any time and in its sole discretion. The modified Terms of Service will be effective immediately upon posting and you agree to the new posted Terms of Service by continuing your use of the Site. If you do not agree with the modified Terms of Service, your only remedy is to discontinue using the Site and cancel your registration.

REQUIREMENTS FOR USE OR REGISTRATION ON THE SITE, ITS DATA AND PRODUCTS

The Site is open to members and administrators of the programs approved for participation by the Client. By registering on the Site and using the Site you represent and warrant that you are eligible to register as a member of one of these participating organizations.

RESPONSIBILITY FOR THE CONTENT OF YOUR INFORMATION PROFILE AND ACTIVITY UNDER YOUR USERNAME

You represent and guarantee that you have adequate legal capacity to enter into binding agreements such as these Terms of Service. Some parts of the Site may require the user to register and provide information to the Site, such as name, e-mail address, gender, date of birth, Driver's License information, proof of education, proof of professional licensure, DEA license number, medical board certification, National Practitioner Database status, Inspector General status, active clinical practice status, active clinical privileges, and any other credentialing information (hereinafter, all the foregoing will collectively be referred to as Registration Information) as may be deemed necessary by the Client.

By successfully accepting the terms of service and completing the Registration Information, and receiving confirmation from the Client, you will be a registered user on the Site and have an information profile ("Profile") which you can access online with your username and password. Your username and password are required to access the Site. When you complete the registration process, a confirmation email will be sent with instructions on how to log in.

Further, you represent and warrant that you will not do any of the following in connection with the Site or your use of the Site:

- Violate, intentionally or unintentionally, any applicable local, state, national, or international law or regulation.
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.
- Upload, post or transmit any information that you do not have the right to post or transmit under any law, contractual duty or fiduciary relationship, including but not limited to inside information, proprietary and confidential information learned as part of employment contract, or information learned under a nondisclosure agreement or obtained in a wrongful manner.
- Upload, post, or transmit any information that is unlawful, untrue, fraudulent, harassing, libelous, defamatory, abusive, tortuous, threatening, harmful (including but not limited to viruses, Trojan horses, time bombs, cancel bots, corrupted files, or any other programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system data or information) or is otherwise objectionable;
- Access, tamper with, or use areas of the Site you are not strictly authorized to access (Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution).
- Do anything which would create or impose an unreasonable or disproportionately large burden or load on the Site.
- Frame or link to the Site except as permitted in writing by the Client.
- Impersonate any person or entity, falsely state your identity or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services.

The Client and/or your program administrators reserve the right to revoke your account upon the discovery that the information you have provided is intentionally misleading, not true, not complete, or not accurate.

REGISTERED USER INFORMATION

The Privacy Policy explains how the Site collects and uses information you have provided or seek to access. You consent to the Site using your Registration Information and other information collected by the Site under the Site Privacy Policy.

By registering with or using the Site, you consent to the collection and use of your Registration Information and the transfer of this information to the Client and authorized third parties for processing and storage. Additionally, you agree that the Client may use various services or technologies to authenticate you and your identity and credentials on the Site, help store your Registration Information and transaction-related information and enable authorized users to access the information you provide on the Site in the event of a declared emergency or disaster. In the event of a declared emergency or disaster, authorized personnel will access your profile to verify your credentials, or they will contact you regarding your availability to serve in a designated area in a manner that most closely matches the skills and experience that you have described on your profile.

You understand that, at all times, your Registration Information and any information that relates to you belongs to the Client.

YOUR RESPONSIBILITY

You are responsible for all activity made by you or anyone you allow to provide information on your profile, including your family or friends. You agree to keep confidential the passwords associated with your Registration Information.

You may not use the Site while driving, operating hazardous equipment, or engaging in other forms of hazardous activities.

You are responsible for any materials you post or make available on or through the Site.

COMMUNICATIONS

You are responsible for obtaining your own Internet access, such as maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site, related Products, and all charges related thereto. Any telephone or other communications charges incurred by you to access the Site or any Site Products are your responsibility.

YOU MAY USE THE SITE AND SITE PRODUCTS FOR LAWFUL PURPOSES ONLY

You may use the Site and Site products for lawful purposes only. You may not post on or transmit through community areas (e.g., message boards, email, calendars) or other means, any material that (1) violates or infringes in any way upon the rights of others, (2) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, (3) encourages conduct that would constitute a criminal offense, (4) gives rise to civil liability, (5) violates any policies posted in any community areas or (6) otherwise violates any law. You also may not undertake any conduct that restricts or inhibits any other user from using or accessing the data on the Site or on any Site Products.

NO UNAUTHORIZED ACCESS

You may not harvest or collect information about the Site users unless prior written permission is obtained from the Client. You may not harvest or collect information about the Site users and or registrants of the Site or any Site Product for the purpose of sending unauthorized bulk communications. Any violation of these provisions may result in immediate termination of your registration account or access to the Site Database and further legal action. You agree that the Client may take any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within the Site's networks.

RESTRICTIONS ON ACCESS TO OR USE OF THE SITE AND SITE PRODUCTS

You may access the Site and Site Products only through the interfaces and protocols provided or authorized by the Client. You agree that you will not access the Site or Site Products through unauthorized means, such as unlicensed software clients, and that you will only use the Site and Site Products in conjunction with the Client's authorized products and components.

EXPORT RESTRICTIONS

You acknowledge that the Site, or any use of any Site Product thereof, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Site or Site products or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

NO RESALE OF SITE OR SITE PRODUCTS

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Site or Site Products, or access to the Site or Site Products.

INJUNCTIVE RELIEF

You acknowledge that any use of the Site contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Site or Site Products may cause irreparable injury to the Client and its agents, contractors, sub-contractors, third party service providers, affiliates, and any other party authorized to resell, distribute, or promote the Site, or Site Products. Under such circumstances the Client and its agents, contractors, sub-contractors, third party service providers, and affiliates will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

NO SUPPORT BY THE CLIENT ON THE SITE

You understand that your use of the Site and any Site Product is at your own risk and that the Client provides no assistance other than the information posted on the Site. The Client is under no obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the Software.

NO ENDORSEMENT

The Site and Site Products may contain links to other web sites, resources and advertisers. The Client is not responsible for the availability of these external sites nor does it endorse, or is it responsible for, the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such external sites.

Under no circumstances shall the Client be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with the use of or reliance on any content, goods or services available on such external sites. You should direct any concerns to such external Site administrator or Webmaster.

DISCLAIMER OF WARRANTY

YOUR USE OF THE SITE AND SITE PRODUCTS AND SOFTWARE IS AT YOUR SOLE RISK. THE SITE AND SITE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SPECIFICALLY, THE CLIENT DISCLAIMS IMPLIED WARRANTIES THAT THE SITE AND SITE PRODUCTS AND SOFTWARE ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. THE CLIENT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR SITE PRODUCTS AND SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR SITE PRODUCTS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR SITE PRODUCTS AND SOFTWARE WILL BE CORRECTED. THE CLIENT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SITE PRODUCTS, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THE CLIENT PROVIDES THE SITE AND SITE PRODUCTS AND SOFTWARE ON A COMMERCIALY REASONABLE BASIS AND DO NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS OR USE THE SITE OR SITE PRODUCTS AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT THE SITE WILL HAVE ADEQUATE CAPACITY FOR SITE PRODUCTS AS A WHOLE.

LIMITATION OF LIABILITY

THE CLIENT'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH THE CLIENT (INCLUDING WITHOUT LIMITATION YOUR USE OF THE SITE AND SITE PRODUCTS) IS TO DISCONTINUE YOUR USE OF THE SITE AND SITE PRODUCTS. THE CLIENT SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF THE SITE OR ANY SITE PRODUCT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE OR SITE PRODUCTS. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL OR PERSONAL DAMAGES OR LOSSES, EVEN IF THE CLIENT HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME CLIENTS OR JURISDICTIONS

DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH CLIENTS OR JURISDICTIONS, THE CLIENT'S LIABILITY IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE CLIENT DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH THE SITE OR ANY SITE PRODUCT, AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Client, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of the Site and Site Products. The Client reserves the right, at its own expense and in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

You agree to indemnify and hold harmless the Client for losses incurred by you, any person, private entity, local, state or federal governmental entity, or another other party due to:

- Damages resulting from an unauthorized person or entity who has obtained your profile information and misused same.
- Damages resulting from your registration information as a result of your failure to use reasonable care to keep your registration information confidential.
- Damages resulting from your failure to use reasonable care while using any Site Products.

CHOICE OF LAW AND FORUM

These terms of Service shall be governed and construed in accordance with the laws of the State of New Jersey. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Service or your use of the Site shall be filed only in the state or federal courts located in the State of New Jersey, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. The foregoing provision may not apply to you depending on the laws of your jurisdiction.

WAIVER AND SEVERABILITY

Failure by either party to exercise any of its rights hereunder or to enforce any provision of, these Terms of Service will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve, as nearly as possible, the same economic effect of the original provision, and the remainder of this Agreement will remain in full force and effect.

TERMINATION

The Client has the right to terminate your registration and registration account or your access to any Site Products for any reason in the Client's sole discretion, including but not limited to termination, if it considers your use to be unacceptable, or in the event of any breach by you of the Terms of Service (either directly or through breach of any other terms and conditions or operating rules applicable to you). The Client may, but shall be under no obligation to, provide you a warning prior to termination of your use of the Site or Site Products.

TRADEMARKS

All trademarks appearing on the Site and on any Site Products are the property of their respective owners.

MISCELLANEOUS

The provisions of these Terms of Service addressing disclaimers of representations and warranties, limitation of liability, indemnity obligations, intellectual property, and governing law shall survive the termination of these Terms of Service, your registration with the Site and use of any Site Products.

These Terms of Service and any operating rules for any areas of functionality of the Site and Site Products established by the Client constitute the entire agreement between the Client and you, regarding the subject matter of these Terms of Service, and supersede all previous written or oral agreements. In the event of any inconsistency between these Terms of Service and any such other terms of use or operating rules of a specific

Site Product, these Terms of Service will supersede such other terms of service or operating rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.