

## TERMS AND CONDITIONS OF USE

- 1. Acceptance of Terms.** Welcome to [www.hitrustalliance.org](http://www.hitrustalliance.org) (the “Site”), a web site provided on behalf of the HITRUST, LLC (“HITRUST”). The Terms and Conditions of Use, as updated by HITRUST from time to time, govern your use of the Site. You should carefully read the Terms and Conditions before using the Site. You can review the most current version of the Terms and Conditions at any time at <http://www.hitrustalliance.org/terms.php>. By using the Site, you are indicating that you are at least eighteen (18) years old and have the legal authority to accept the Terms and Conditions. This is a legally binding agreement. If you do not agree with the Terms and Conditions, you are not authorized to use the Site.
- 2. Access to Password-Protected Areas.** Access to certain portions of this Site (“Password-Protected Areas”) requires login and password information. You must have this information in order access these areas.
- 3. Privacy Policy.** The use of your identifying and non-identifying information will be governed by the Privacy Policy found at <http://www.hitrustalliance.org/privacy.php>. Your use of this Site indicates that you have read and agree to the Privacy Policy.
- 4. Prohibited Behavior.** You are responsible for respecting HITRUST’s and third parties’ rights with respect to content that appears on the Site (“Content”) and you may not download, email or otherwise transmit such Content in violation of HITRUST’s and third parties’ rights. You agree to use the Site solely to accommodate your own personal needs and not to offer any portion of the Site to any third party. You may not use or exploit any portion of the Site to provide any commercial services to third parties. You may not use or exploit any portion of the Site to distribute commercial messages, “spam,” or other unsolicited communications. You may not: (a) use the Site for any purpose or in any manner that violates any local, state, or federal law or regulation or the law or regulation of any foreign government; or (b) directly or indirectly, intentionally disrupt or interfere with the Site in any manner that may materially adversely affect HITRUST or any third party.
- 5. Disclaimer of Warranties.** THE USE OF THE SITE IS SOLELY AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. HITRUST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HITRUST EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACTIONS OF ANY OTHER USER OF THE SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. HITRUST MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SITE WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITE IS TO CEASE TO USE THE

SITE. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

6. Exclusions and Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT HITRUST SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM ANY MATTER RELATED TO YOUR USE OF THE SITE.

7. Intellectual Property. The Site is owned by HITRUST and third parties and is protected by the United States Copyright Act of 1976, as amended, and the copyright laws of other countries. Certain materials are used by permission of their respective owners. The Content of the Site may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without the prior written permission of HITRUST, except that, subject to your compliance with the Terms and Conditions, HITRUST authorizes you to view or download a single copy of the Content provided that you keep intact all copyright, trademark, and other proprietary notices. Modification or use of Content for any other purpose is a violation of the rights of HITRUST, or third parties. "HITRUST" is a trademark owned by HITRUST. Other trademarks are used with the permission of their respective owners. You agree not to use or display trademarks without the prior written consent of HITRUST or the owner of such mark.

8. Reporting Violations. Pursuant to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512(c)(2), HITRUST's designated agent for notice of alleged copyright infringement in connection with the Site is Lisa Tisdale. You may contact the agent at email address [lisa.tisdale@hitrustalliance.org](mailto:lisa.tisdale@hitrustalliance.org) or phone (469) 587-2200. To file a notice of infringement with HITRUST, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the U.S. Copyright Office web Password-Protected Areas, located at <http://www.copyright.gov>.

9. Links. The Site may include links to other World Wide Web sites. You acknowledge and agree that such links are provided for your convenience and do not reflect any endorsement by HITRUST with respect to the provider of such linked site or the linked site. HITRUST MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITE: YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK.

10. Jurisdiction and Venue. This Agreement and the relationship between the you and HITRUST will be governed by the laws of the State of Texas, without respect to its conflict of laws provisions and that venue with respect to any dispute between you and HITRUST will rest exclusively in the state or federal courts located in Collin County, Texas.

11. Changes. HITRUST may change the Site and/or Terms and Conditions from time-to-time. If a change to these Terms and Conditions is made, HITRUST will post the revised Terms and Conditions on the Site. HITRUST reserves the right to add to or change the Site or cease offering the Site at any time and without liability. HITRUST reserves the right to refuse to offer access to the Site and/or Content to anyone at anytime without notice.

12. Miscellaneous. The Terms and Conditions constitute the entire agreement between you and HITRUST relating to the Site. There is no agency, partnership or joint venture relationship between any user and HITRUST arising solely through the use of the Site. The Terms and Conditions are binding upon your successors, assigns, heirs and executors. If any provision of the Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms and Conditions, which shall remain in full force and effect. The failure of HITRUST to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or condition. Any claim or cause of action arising out of or related to the Site or the Terms and Conditions must be filed within one year after such claim or cause of action arose. The section titles of the Terms and Conditions are merely for convenience and will not have any effect on the substantive meaning of this Agreement.

13. Contact Information. You may contact HITRUST as follows: [info@hitrustalliance.org](mailto:info@hitrustalliance.org) email, (469) 587-2200 phone, or (800) 587-2241 fax.