

ACCEPTABLE USE POLICY

This Acceptable Use Policy is incorporated into and a part of the Terms of Use which references it. In addition to other agreements between You and the AHCA/NCAL Solutions, LLC (“**AHCA**”, “**we**”, “**us**”), these terms explain the policies that govern Your access to and use of our Long-Term Care Data Cooperative Portal made available and operated by our subcontractor, Exponent, Inc., (the “**Service**”). By accessing or using the Service, You agree to these terms (collectively the “**Policy**”), as we may modify it from time to time. Modifications to this Policy are effective upon its posting on the Service. If You do not agree to accept and comply with the Policy, then do not access or use the Service. Any capitalized terms used in this Policy have the same meaning in this Policy as in the Terms of Use between You and us, unless expressly defined as otherwise in this Policy.

1. PROHIBITED CONDUCT

You may access and use the Service only for lawful business purposes, subject to the Data Use Agreement between your Organization and AHCA (“DUA”), and subject to the “Security Rule”, which shall mean the Security Standards for the Protection of Electronic Protected Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and C. You may access and use the Service only if authorized by us pursuant to a DUA. You are responsible for any transmission You send, receive, post, access, or store via our Service, including the content of any communication. By using the Service You agree not to, directly or indirectly, and may not permit any other person to:

- a. copy, photograph, download, export, extract, acquire, or otherwise cause information accessible through the Service to be transmitted outside of the Service, except through the use of functionality provide by the Service intended for that purpose;
- b. use or access the Service (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;
- c. conduct activities that may be harmful to others or that could damage AHCA’s or its subcontractors’ reputation;
- d. distribute, publish, or send through the Service: (a) any unsolicited messages or spam, including any unsolicited advertisements, solicitations, commercial e-mail messages, informational announcements, or promotional messages of any kind; (b) chain mail; (c) numerous copies of the same or substantially similar messages; (d) empty messages; (e) messages that contain no substantive content; (f) very large messages or files that disrupt a server, account, newsgroup, or chat service; or (g) any message that is categorized as "phishing."
- e. violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any intellectual property right, or violating any privacy right;
- f. violate, or encourage others to violate the Security Rule;
- g. post, upload, or distribute marketing or advertising links or content, or any other content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- h. use scrapers, robots, spiders, or other data gathering/harvesting devices or perform any other unauthorized collection of data, not expressly allowed for that purpose by us on or through the Service;
- i. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering, decompiling, or otherwise attempting to discover the source code of any portion of the Service, including the app(s), except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction;

- j. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) attempting to collect personal information, or other information about another user or third party without their consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- k. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or accreditation, accessing any other Service account without permission, or falsifying Your account registration information;
- l. modify, translate, or create derivative works, adaptations or compilations of, or based on, the Service, data, or part thereof, or use, copy or reproduce the Service, data, or any part thereof other than as expressly permitted in the Terms of Use, this Policy, or the applicable DUA;
- m. use the Service for timesharing or service bureau or message relay purposes or otherwise for the benefit of a third-party entity that is not affiliated with AHCA; or
- n. attempt to do any of the acts described in this Section 1, or assist or permit any person in engaging in any of the acts described in this Section 1.

2. INVESTIGATION AND ENFORCEMENT OF THE POLICY

We have the right, but are not obligated, to strictly enforce this Policy through self-help, active investigation, litigation, and prosecution.

We reserve the right to act immediately and without notice to restrict, suspend, or terminate Your use of the Service for any or no reason, including (without limitation) if it reasonably determines that Your conduct may: (a) expose AHCA to sanctions, prosecution, civil action, or other liability; (b) cause harm to or interfere with the integrity or normal operations of the Service or other business operations; (c) interfere with another user of the Service; (d) violate any applicable law, rule, or regulation; (e) breach the Terms of Use or DUA; or (f) otherwise present an imminent risk of harm to us or our customers.

We have the right, but not the obligation, to monitor or restrict any uses of the Service, including (without limitation) uses that AHCA reasonably believes in its sole discretion violate this Policy. AHCA and its subcontractors are not responsible or liable for any content that You transmit or receive utilizing the Service. You are responsible and liable for abuse of Your account.

INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY VIA YOUR ACCOUNT MAY BE CONSIDERED A BREACH OF THIS POLICY BY YOU.

3. MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy. We may assign our rights and duties under these terms to any party at any time without notice to You. If any provision of this Policy is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.