

## **Pariox LLC Acceptable Use Policy**

Pariox LLC (“us”, “our”, “we”) provides web-based Software applications, services and other products on the Pariox web site (here in after collectively referred to as “the Software”) to home healthcare agencies, staffing agencies and healthcare professionals (here in after “Client”, “your employer”) and their employees, sub-contractors and agents (“user(s)”, “you”, “your”).

This Policy prohibits Clients and Users from using the Software in violation with any United States Federal, State or local laws. All Users (both Clients and their employees, sub-contractors and agents) must agree to use the Software in a legal and ethical manner, in accordance with community standards. Users must respect the privacy of others and agree to use the Software in accordance with the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security rules. This Policy governs any User’s use of the Software and related services and products.

**THE INTENT OF THIS POLICY IS TO IDENTIFY CERTAIN TYPES OF USES THAT ARE NOT APPROPRIATE, BUT THIS POLICY DOES NOT NECESSARILY ENUMERATE ALL POSSIBLE INAPPROPRIATE USES.**

Using the guidelines given below, Pariox LLC may at any time make a determination that a particular use is not appropriate.

### **PROHIBITED Uses and Activities:**

- a) **Use for unlawful purposes, including but not limited to: posting, uploading, publishing, reproducing, storing, forwarding, transmitting or disseminating information, data or material which is libelous, harassing, obscene, unlawful, threatening, defamatory, or otherwise offensive or harmful, or which infringes the rights of any person or entity, or which in any way constitutes or promotes behavior that would constitute a violation of any local, state, federal, or non-U. S. Law, order, or regulation;**
- b) **Use for fraudulent, malicious, or misrepresentative purposes, including but not limited to: posting, uploading, publishing, reproducing, creating, storing, forwarding, transmitting, or disseminating information, data or material which infringes the patent, copyright, trademark or other intellectual property right of any person or entity;**
- c) **Restrict, inhibit, disrupt or otherwise interfere with the ability of any authorized User, regardless of intent, purpose or knowledge, to use or enjoy the Software, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information. For purposes of this section, "disruption" includes, but is not limited to, network/program sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;**
- d) **Breaching the security of another User or attempting to circumvent User-authentication or security of any host, network, or account. Security breaches include, but are not limited to, accessing, deleting, or altering data or material not intended for you, logging into or accessing another User’s account without his or her knowledge and consent or logging into or making use of a server or account you are**

- not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;**
- e) Hacking, and/or sabotaging, or assisting others in sabotaging the security or integrity of the Software;**
  - f) Advertising and/or selling of goods or services without prior written consent from Pariox LLC;**
  - g) Transmitting or re-transmitting unsolicited bulk or commercial messages commonly referred to as ‘spam’;**
  - h) Introduction of malicious programs into the Software, network or server (e.g., viruses, worms, Trojan horses, etc.). In other words, abusing or misusing any property, including but not limited to: creating, using, or sending viruses, worms or Trojan horses, flood or mail bombs, cancel bots, harmful code, port scanning, flood pings, or other web-based or computer software designed to misappropriate or interfere with or damage our products and/or services or engaging in denial of service attacks;**
  - i) Revealing your User password to others or allowing use of your account by others. This includes family and other household members;**
  - j) Accessing the Software on a public device through unsecure networks (ex: library computer, personal laptop at a coffee shop, etc.);**
  - k) Invading the privacy of others by intentionally seeking information on, or representing themselves as, another User unless explicitly authorized to do so by that User. Nor shall Users obtain copies of, or modify files, other data, or passwords belonging to others;**
  - l) Collecting electronic mail addresses or other personal information of any User;**
  - m) Decompiling, reverse engineering, disassembling, modifying, renting, leasing, loaning, distributing, or creating derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from the Software or any portion thereof;**
  - n) You may not use the Software to operate nuclear facilities, life support or other mission critical application where human life or property may be at stake. You understand that the Software is not designed for such purposes and that its failure in such cases could lead to death, personal injury, or severe property or environmental damage for which we are not responsible;**
  - o) Use, or export the Software in violation of applicable U.S. laws or regulations;**
  - p) Sell, lease, loan, distribute, transfer or sublicense the Software or access thereto or derive income from the use or provision of the Software, whether for direct commercial or monetary gain or otherwise, without our prior, express, written permission;**
  - q) Assisting any third party with the above-mentioned activities.**

Client/User Obligations:

Use of the Software by Client and/or User constitutes Client and/or User acceptance of and compliance with this Acceptable Use Policy and any changes made by us to this Policy.

The Client is responsible for creating guidelines, including but not limited to policies and procedures such as a HIPAA Privacy Policy concerning the use and access of EPHI on the Software. The Client is solely responsible to ensure that its Users receive proper HIPAA training and abide by said guidelines, policies and procedures. All Users are responsible for exercising good business judgment in their conduct and reasonableness of use. It is the Client’s

responsibility and contractual obligation to ensure that its affiliates, employees, subcontractors and/or Clients (all of its end Users) comply with this Acceptable Use Policy. A Client's failure to ensure its affiliates' compliance with this Acceptable Use Policy will be found in violation of the Policy and will be subject to the penalties stated in this Policy.

Client and User agree to indemnify and hold harmless Pariox LLC from any claims resulting from a User's use of the Software. Client will be held accountable for any monetary damages suffered by Pariox LLC, sustained through contravention of this Policy. Such monetary damages may include, but are not limited to, loss of Web/Domain host, any costs incurred securing further Web/Domain hosting, and attorney's fees. We will not be liable for any interruptions in service or other monetary loss related to a violation of this Acceptable Use Policy.

#### Notices:

Clients and Users are solely responsible for content. We do not review, edit, censor, or take responsibility for any information Clients or Users may, including but not limited to, create, post, upload, transmit, store, and disseminate. Because of this, we cannot, and do not, accept any responsibility for Clients, Users, or third parties, resulting from inaccurate, unsuitable, offensive, or illegal content or transactions. Although we do not generally prescreen, monitor or edit the content that may post, we do reserve the right to remove any content that, in our sole discretion, does not comply with this Policy, or is otherwise harmful, offensive, inaccurate or objectionable. We are not and will not be responsible for any failure or delay in removing such content.

#### Violations and Penalties:

Pariox LLC reserves the right to monitor Internet access to the Software by authorized Users as part of the normal course of its business practice. Should we discover a User engaged in Prohibited Uses and Activities as outlined above, we reserve the right to temporarily suspend the User access to the Software Host Server and/or Database.

Pariox LLC reserves the right to terminate a Client and/or User's account for any violation of this Acceptable Use Policy. Clients or Users who fail to comply with the terms of this Acceptable Use Policy will be subject to immediate termination of service. Any termination or suspension may be undertaken with, or without, notice to Client/User. Clients who violate our Acceptable Use Policy and whose services are terminated will not receive a refund of any fees paid to Pariox LLC. Users agree to hold us harmless from any claims that a suspension or termination of products or services for this reason has damaged you.

#### Notice of Complaints:

You must immediately contact us if you become aware of any activity that would be a breach or violation of this Policy. Email your questions, comments, and notices regarding a violation of this Policy to [security@pariox.com](mailto:security@pariox.com)

We will investigate complaints of possible inappropriate use. In the course of investigating complaints, our staff will only release sensitive, confidential or personally identifiable information to third parties when required by law, or when in our judgment, release is required to prevent serious injury or harm that could result from violation of this policy. We will immediately

notify Client of a complaint and if Client does not take immediate remedial action to rectify the situation, we may temporarily suspend the Client's service until the Client resolves the situation to our satisfaction.

Pariox LLC reserves the right to change this Policy at any time. Any such modifications will be automatically and immediately effective. We are not responsible for informing Clients and Users directly of any modifications to this Policy. Clients and Users should regularly review this Policy available on our website: [www.pariox.com](http://www.pariox.com).