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Colorado Clinical Placement Project

WEBSITE TERMS OF USE

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As a participant with the Clinical Placement Project, you will access the placement system through the Colorado Center for Nursing Excellence Web site. The following terms of use (“Terms”) govern your use of the www.coloradonursingcenter.org website (the “Site”). Your use of the Site constitutes your acceptance of these Terms.

Restriction on Use:

- You will not use the Site or its contents for any unauthorized, improper or criminal purpose.
- You will not alter, damage, copy, reproduce, modify, loan, lease, sell, create derivative works from, reverse engineer, transmit or distribute the Site or its contents, unless expressly permitted to do so in writing by the Colorado Center for Nursing Excellence (“The Center”).
- You will not place false or misleading information on the Site.
- You will not input or upload to the Site any information that contains viruses, Trojan horses, worms, time bombs, or any other computer programming routine intended to damage, interfere with, intercept or expropriate the Site or its contents.

Privacy:

The Center does not collect or share your personal information. If the Site contains links to other websites, The Center is not responsible for the privacy practices or contents of such websites.

Password Protection:

A single level of password protection has been added to the system upon request of the initial planning committee in Colorado. This level of protection is intended to allow access to all required users while blocking the information to the world-wide web. Login information and password will be provided to each participant representative by the Project Director or Administrative Assistant at The Center. The login information is only to be given to individual users needing to access the data base within pilot participant organizations. Individual Users may include: Clinical Education Staff and Schedulers; Clinical Coordinators and Program/Agency Administrators, Faculty, Administrative Staff at Clinical Agencies or Schools responsible for student placement communication; and Students. Each individual user will be responsible for maintaining the security of the login and password. Any new users and outside organizations requesting this access information should be referred to the Project Director.

StudentMax –Version 3 – allows for a second level of password protection so each partner can access their own pending requests and files. Partners must complete the required agreement form and partner profile in order to obtain access to the second level of security. Passwords are to maintain in a private/secure manner and are not to be shared.

Ownership:

All intellectual property rights associated with the Site and its contents are the sole property of The Center and/or its licensors and affiliates. The Site and its contents are protected by state and federal copyright and trademark laws.

Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE CENTER OR ITS LICENSORS BE LIABLE TO YOU FOR LOST OR DAMAGED DATA, LOST PROFITS, INTERRUPTION OF BUSINESS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY.

Warranties:

THE CENTER MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OF THE CONTENTS OF THE SITE OR THE RESULTS TO BE OBTAINED FROM YOUR USE OF THE SITE. THE SITE AND ITS CONTENTS ARE PROVIDED ON AN “AS IS” BASIS.

Modifications:

The Center may revise the Site or these Terms at any time. Your continued usage of the Site after any changes have been made constitutes your acceptance of such changes.

Miscellaneous:

These Terms and the Site shall be construed and governed by the laws of the State of Colorado. You agree that any claims asserted in any legal proceeding based on these Terms or the Site shall be commenced and maintained exclusively in state or federal court located in Denver, Colorado. You agree to submit to the jurisdiction of such courts over you personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum. A waiver by The Center of any right, default, or provision of the Terms shall not be deemed a continuing waiver or a waiver of any other default or term. Any portion of these Terms that are deemed invalid or unenforceable in any jurisdiction shall not render invalid or unenforceable the remaining Terms or otherwise affect the validity or enforceability of the remaining Terms. You agree that the remedy at law for any breach of these Terms by you would, by its nature, be inadequate, and that in that event The Center shall be entitled, in addition to damages, to a restraining order, temporary or permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or providing that any monetary damages has been sustained.

Questions or concerns related to any of the privacy notices should be directed to the Project Director at Deb@ColoradoNursingCenter.org