Community-based Primary Healthcare Terms of Service

Welcome, and thank you for your interest in the Community-Based Primary Healthcare Community of Practice, a combined offering by The International Institute for Primary Health Care - Ethiopia (IPHC-E) and Last Mile Health (LMH). Together these two non-profits operate the platform, related application programming interfaces ("APIs"), and services including, but not limited to any other products and services that we may provide now or in the future (collectively, the "Services"). This Terms of Service describes how we gather and use information about visitors to and users of our Community of Practice ("Users"). This Terms of Service applies solely to the information that we collect through the Community of Practice Platform. This Privacy Policy does not address personal information that you provide to us in other contexts (e.g., through a business relationship not handled through the Community of Practice).

The following Terms of Service are a legal contract between you ("you" and "your") and The Community of Practice regarding your use of the Services. Visitors and users of the Services are referred to individually as "User" and collectively as "Users".

The Community of Practice is a collaboration with the following partners:

- Hivebrite is a service offered by KIT United SAS. KIT United SAS is a company with capital of € 234,000, headquartered at 44, rue la Fayette - 75009 Paris, France and registered in the Paris Trade and Companies Register under number 753 391 713.

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY REGISTERING FOR, ACCESSING, BROWSING, OR USING THE WEBSITE AND DIGITAL LEARNING PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE COMMUNITY OF PRACTICE’S DIGITAL SERVICES PRIVACY POLICY AND ANY ADDITIONAL GUIDELINES (AS DEFINED BELOW) (COLLECTIVELY, THE "TERMS").

IF YOU ARE A PARENT OR GUARDIAN AND YOU PROVIDE CONSENT FOR YOUR CHILD TO REGISTER WITH THE COMMUNITY OF PRACTICE’S SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN RESPECT OF SUCH CHILD’S USE OF THE WEBSITE.

PLEASE NOTE THAT THESE TERMS INCLUDE A BINDING ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER. BY_agreeing_to_binding_arbitration, TO THE EXTENT PERMITTED
UNDER APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE.

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1. Eligibility; Accounts.
THE COMMUNITY OF PRACTICE’S SERVICES ARE NOT AVAILABLE TO (A) ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE WEBSITE AND/OR PLATFORM BY THE COMMUNITY OF PRACTICE OR (B) ANY PERSONS UNDER THE AGE OF 13 WHOSE REGISTRATION HAS NOT BEEN APPROVED BY A LEGAL PARENT OR GUARDIAN.

1.1 By using or registering an account for the Services, you are of legal age of consent to open an account under the laws of your country of residence, or (iii) your use of the Services has been approved by your parent or legal guardian. You also represent that you have not been previously suspended or removed from the Services by Last Mile Health, and that your registration and your use of the Services is in compliance with any and all applicable laws.

1.2 Account. In order to use certain features of the Services, you must register for an account. You may be asked to provide a password in connection with your account. You are solely responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account or password. You agree that the information you provide to The Community of Practice, whether at registration or at any other time, will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times. If you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft, or unauthorized disclosure or use of your account ID or password), then you agree to immediately notify The Community of Practice at support@phcommunityofpractice.org. You may be liable for the losses incurred by The Community of Practice or others due to any unauthorized use of your Services account.
1.3 Child User. If you are under the age of 13 (a "Child User"), you may not create or register an account for the Services without consent and approval from your legal parent or guardian. If you are under the age of 18, you represent that your parent or legal guardian has reviewed and agreed to the Terms on your behalf. The Community of Practice understands the importance of protecting children’s privacy in the interactive online world. The Services are not designed for, or intentionally targeted at, children under 13 years of age. It is not our policy to intentionally collect or maintain information about anyone under the age of 13. No one under the age of 13 should submit any personal information to The Community of Practice or the Services.

1.4 Parent User. If you are at least 18 years of age and you are the legal parent or guardian of a child that seeks to register as a Child User of the Services, you may register an account on the Services ("Parent User"). You may create, register, manage and approve Child User accounts only for your own child(ren) or child(ren) for whom you are a legal guardian. IF YOU REGISTER, APPROVE OR CONSENT TO THE REGISTRATION OF, OR OTHERWISE ASSUME RESPONSIBILITY FOR ANY CHILD USER, YOU REPRESENT AND WARRANT THAT YOU ARE SUCH CHILD USER’S LEGAL PARENT OR GUARDIAN AND YOU AGREE TO BE BOUND BY THE TERMS ON BEHALF OF SUCH CHILD USER, INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE WEBSITE AND MOBILE PLATFORM BY THE CHILD USER. You acknowledge that The Community of Practice may choose, but is not obligated, to make any inquiries, either directly or through third parties, that The Community of Practice deems necessary to validate your registration information, including without limitation engaging third parties to provide verification services. The Community of Practice reserves all rights to take legal actions against anyone who misrepresents personal information or is otherwise untruthful about their identity. NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT THE COMMUNITY OF PRACTICE CANNOT GUARANTEE THE ACCURACY OF ANY INFORMATION SUBMITTED BY ANY USER AND THE COMMUNITY OF PRACTICE IS NOT OBLIGATED TO VERIFY THE IDENTITY OF ANY USER, INCLUDING ANY USER’S CLAIM TO BE A PARENT USER, OR TO VERIFY THAT A PARENT IDENTIFIED BY A CHILD USER OR OTHER PARTY DURING REGISTRATION IS SUCH CHILD USER’S ACTUAL PARENT OR GUARDIAN. A Parent User account, along with all associated Child User accounts, may be terminated by The Community of Practice at any time and without warning for any failure to abide by these Terms.

2. Privacy Policy.
Your privacy is important to The Community of Practice. Please read THE COMMUNITY OF PRACTICE PRIVACY POLICY, which is hereby incorporated into these Terms (and which are part of our contract with you), carefully for information relating to The Community of Practice’s collection, use, and disclosure of your personal information. Among other things, our Privacy Policy explains how we treat your personal information and protect your privacy when you use our Services, and explains the procedures by which Users may view, update, correct, or delete their account and personal information.

3. Other guidelines.
When using the Services, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into the Terms.
4. Modification of the Terms.

4.1 General. Upon opening an account, you accept the Terms in the form posted on our website. The Community of Practice reserves the right, at our discretion, to change, modify, add, or remove portions of the Terms at any time. Please check the Terms and any Guidelines periodically for changes that are made after you open your account. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. For any material changes to the Terms, The Community of Practice will make reasonable effort to provide notice to you of such amended Terms, such as by an email notification to the address associated with your account or by posting a notice on the Services, and such amended terms will be effective against you on the earlier of (i) your actual notice of such changes and (ii) thirty days after The Community of Practice makes reasonable attempt to provide you such notice. However, changes addressing new functions for a service or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms, you must discontinue your use of the Services. Disputes arising under these Terms will be resolved in accordance with the version of the Terms in place at the time the dispute arose.

5. User Content License Grant

5.1 User Content and Ownership. The Community of Practice may permit (a) the posting and/or publishing by you and other Users of courses, quiz responses, questions, posts, ratings, reviews, images, videos and other audio-visual materials and communications in the Digital Learning Platform ("User Contents"). You understand that whether or not such User Content is published, The Community of Practice does not guarantee any confidentiality with respect to any submissions. Consistent with Applicable Law, as between The Community of Practice and you, you retain all ownership rights you have in any User Content you post or publish to the Services, and The Community of Practice does not claim any ownership rights in or to such User Content. You acknowledge that you are solely responsible for your User Content and the consequences of posting, creating, or publishing such User Content.

5.2 License Grant to The Community of Practice. By posting, submitting or distributing User Content on or through the Services, you hereby grant to The Community of Practice a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to (a) host, transfer, display, perform, reproduce, distribute, prepare derivative works of, use, make, have made, import, and otherwise exploit your User Content, in whole or in part, in any media formats and through any media channels (now known or hereafter developed, to the extent consistent with applicable law and The Community of Practice’s Privacy Policy). Such license is perpetual and irrevocable, except to the extent required to comply with Applicable Privacy Law relating to ownership and control of your personal information, including education records.

5.3 License Grant to Users.

(a) User Content. By posting, submitting or distributing User Content through the Services, you hereby grant to each User of the Services a non-exclusive license to access and use your User Content in any manner permitted or made available by The Community of Practice on or through the Services.
(b) Downloadable Content. The Services may permit you to download certain digital educational content ("Downloadable Content"). Subject to your complete and ongoing compliance with all the terms and conditions set forth herein, The Community of Practice grants you, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, view and use the Downloadable Content, in object code form, on devices owned or controlled by you, solely for your personal, non-commercial purposes. You agree not to (i) modify or create derivative works of the Downloadable Content (ii) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management, technical limitations or security features in or protecting the Downloadable Content, and (iii) remove any copyright and other proprietary notices on the Downloadable Content and all copies thereof.

5.4 Access to Your User Content. The Community of Practice may permit Users to share their User Content with a select group of other Users, or make their User Content public for all (even non-Services users) to view. You acknowledge and agree that, although The Community of Practice may provide certain features intended to allow you to restrict some User Content you create from others, The Community of Practice does not guarantee that such User Content will never be accessible by others. In the event of unauthorized access, The Community of Practice will use reasonable efforts to notify you pursuant to Section 15.1 below. THE COMMUNITY OF PRACTICE HEREBY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY UNAUTHORIZED ACCESS TO ANY RESTRICTED USER CONTENT.

5.5 User Content Disclaimer. You understand that when using the Services you will be exposed to User Content from a variety of sources, and that The Community of Practice is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such User Content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against The Community of Practice with respect thereto. The Community of Practice does not endorse any User Content or any opinion, recommendation or advice expressed therein, and The Community of Practice expressly disclaims any and all liability in connection with User Content.

6. Digital Millennium Copyright Act.
It is The Community of Practice’s policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. The Community of Practice will promptly terminate without notice your access to the Services if you are determined by The Community of Practice to be a "repeat infringer." A repeat infringer is a User who has been notified by The Community of Practice of infringing activity violations more than twice and/or who has had User Content or any other user-submitted content removed from the Services more than twice.

7. Proprietary Materials; Licenses
7.1 Proprietary Materials. The Services are owned and operated by The Community of Practice. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), software, services, content, educational videos and exercises, and all other elements of the Services (the "Services ") are protected by European and international copyright, patent, and trademark laws, international conventions, and other applicable laws
governing intellectual property and proprietary rights. Except for any User Content provided and owned by Users and except as otherwise set forth in this Section 7, all Services Materials, and all trademarks, service marks, and trade names, contained on or available through the Services are owned by or licensed to The Community of Practice, and The Community of Practice reserves all rights therein and thereto not expressly granted by these Terms.

7.2 Licensed Educational Content. The Community of Practice may make available on the Services educational courses, videos, exercises, and related supplementary materials that are owned by The Community of Practice or its third-party licensors (the "Licensed Educational Content"). The Community of Practice grants to you a non-exclusive, non-transferable right to access and use the Licensed Educational Content as made available on the Services by The Community of Practice solely for your personal, non-commercial purposes. Unless expressly indicated on the Services that a particular item of Licensed Educational Content is made available to Users under alternate license terms, you may not download, distribute, sell, lease, modify, or otherwise provide access to the Licensed Educational Content to any third party.

(a) Alternate Licenses. In certain cases, The Community of Practice or its licensors may make available Licensed Educational Content under alternate license terms, such as a variant of the Creative Commons License (as defined below) (each, an "Alternate License"). Where expressly indicated as such on the Services, and subject to the terms and conditions of these Terms, the applicable Licensed Educational Content is licensed to you under the terms of the Alternate License. By using, downloading, or otherwise accessing such Licensed Educational Content, you agree to comply fully with all the terms and conditions of such Alternate License.

(b) Creative Commons License. Unless expressly otherwise identified on the Digital Services with respect to a particular item of Licensed Educational Content, any reference to the "Creative Commons", "CC" or similarly-phrased license shall be deemed to be a reference to the Creative Commons Attribution - Non Commercial –ShareAlike3.0 License (available at creativecommons.org/licenses/) (the "Creative Commons License").

7.3 Non-Commercial Use. The Licensed Educational Content and Licensed Platform Code are intended for personal, non-commercial use only. Without limiting the foregoing, and notwithstanding the terms of any Alternate License for such Licensed Educational Content, the Licensed Educational Content may not be used, distributed or otherwise exploited for any commercial purpose, commercial advantage or private monetary compensation, unless otherwise previously agreed in writing by The Community of Practice.

(a) Impermissible Uses. Without limiting the generality of the foregoing, the following are types of uses that The Community of Practice expressly defines as falling outside of "non-commercial" use:

i. the sale or rental of (1) any part of the Licensed Educational Content, (2) any derivative works based at least in part on the Licensed Educational Content, or (3) any collective work that includes any part of the Licensed Educational Content;

ii. providing training, support, or editorial services that use or reference the Licensed Educational Content in exchange for a fee; and
iii. the sale of advertisements, sponsorships, or promotions placed on the Licensed Educational Content, or any part thereof, or the sale of advertisements, sponsorships, or promotions on any website or blog containing any part of the Licensed Educational Material, including without limitation any "pop-up advertisements".

(b) Use Characterization. Whether a particular use of the Licensed Educational Content is "non-commercial" depends on the use, not the user. Thus, a use of the Licensed Educational Content that does not require that users pay fees and that does not provide an entity with a commercial advantage is "non-commercial," even if this use is by a commercial entity. Conversely, any use that involves charging users in connection with their access to the Licensed Educational Content is not "non-commercial," even if this use is by a non-profit entity. As an example, a for-profit corporation's use of the Licensed Educational Content for internal professional development or training of employees is permitted, so long as the corporation charges no fees, directly or indirectly, for such use. Conversely, as another example, a non-profit entity's use of the Licensed Educational Content in connection with an fee-based training or educational program is NOT "non-commercial" and is not permitted.

7.4 Crediting Digital Campus. If you distribute, publicly perform or display, transmit, publish, or otherwise make available any Licensed Educational Content or any derivative works thereof, you must also provide the following notice prominently along with such Licensed Educational Content or derivative work thereof: "All Digital Campus content is available for free at https://www.digital-campus.org."

8. Prohibited Conduct.
YOU AGREE NOT TO:

8.1 use the Services for any commercial use or purpose unless expressly permitted by The Community of Practice in writing, it being understood that the Services and related services are intended for personal, non-commercial use only;

8.2 except as expressly permitted under Sections 5.3 and 7 of these Terms, rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses for any Services Materials;

8.3 post, upload, or distribute any defamatory, libelous, or inaccurate User Content or other content;

8.4 post, upload, or distribute any User Content or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

8.5 use the Services in any manner that is harmful to minors

8.6 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the or Services accounts of others without permission, or perform any other fraudulent activity;
8.7 delete the copyright or other proprietary rights notices on the Services or on any Licensed Educational Content, Licensed Educational Code, or User Content;

8.8 assert, or authorize, assist, or encourage any third party to assert, against The Community of Practice or any of its affiliates or licensors any patent infringement or other intellectual property infringement claim regarding any Licensed Educational Content, or User Content you have used, submitted, or otherwise made available on or through the Digital Services;

8.9 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of the Services (including, but not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures);

8.10 use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

8.11 defame, harass, abuse, threaten or defraud Users of the Services, or collect, or attempt to collect, personal information about Users or third parties without their consent;

8.12 remove, circumvent, disable, damage or otherwise interfere with security-related features of the Services, Licensed Educational Content or User Content, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on the use of the Services, Licensed Educational Content or Code, or User Content;

8.13 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

8.14 modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent expressly permitted by The Community of Practice herein or to the extent the foregoing restriction is expressly prohibited by applicable law; or

8.15 intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including without limitation by participation in any denial-of-service type attacks or by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

9. Third-Party Sites, Products and Services; Links.
The Services may include links or references to other web sites or services solely as a convenience to Users (“Reference Sites”). The Community of Practice does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. ACCESS AND USE OF REFERENCE SITES, INCLUDING THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ON OR AVAILABLE THROUGH REFERENCE SITES, IS SOLELY AT YOUR OWN RISK.
10. Term and Termination.

10.1 Term. These Terms shall remain in full force and effect while you use the Services unless your account is terminated as provided in these Terms, in which case you no longer have the right to use the Services.

10.2 Termination by The Community of Practice. The Community of Practice, in its sole discretion, for any or no reason, and without penalty, may suspend or terminate any account (or any part thereof) you may have with The Community of Practice or your use of the Services and remove and discard all or any part of your account, User profile, and User Content, at any time. The Community of Practice may also in its sole discretion and at any time discontinue providing access to the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services or any account you may have, or portion thereof, may be affected without prior notice, and you agree that The Community of Practice will not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies The Community of Practice may have at law or in equity. As discussed herein, The Community of Practice does not permit copyright, trademarks, or other intellectual property infringing activities on the Services, and will terminate access to the Services, and remove all User Content or other content submitted, by any Users who are found to be repeat infringers.

10.3 Termination by You. Your only remedy with respect to any dissatisfaction with (i) the Services, (ii) any term of these Terms of Service, (iii) Guidelines, (iv) any policy or practice of The Community of Practice in operating the Services, or (v) any content or information transmitted through the Services, is to terminate the Terms and your account. You may terminate these Terms at any time (prospectively only) by deleting your login account with the Services and discontinuing use of any and all parts of the Services. From the “Privacy and Your Data” menu in the Digital Learning Platform, select “DELETE ACCOUNT” to completely and permanently remove your account, and all associated data from the Digital Learning Platform.

10.4 Responsibility for Pre-Termination activity. Termination of the Terms as to any User account will not limit The Community of Practice’s rights and remedies regarding any breach of these Terms occurring prior to such termination.

You warrant, represent and agree that you will not provide any User Content or otherwise use the Services in a manner that (i) infringes, violates or misappropriates another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, state or local law, statute, ordinance or regulation or which would render The Community of Practice in violation of any applicable laws or regulations, including without limitation, Applicable Privacy Laws (collectively, "Applicable Law"); (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account or the Services in any way, such as allowing someone else access to your account or password or submitting User Content that contains viruses. Additionally, you represent, warrant and agree that (i) you possess all rights necessary to
provide your User Content and grant Company the rights in these Terms; (ii) you will comply with Applicable Laws in connection with your use of the Service.

12. Indemnification.
You agree, to the extent permissible under your state's laws, to indemnify, defend, and hold harmless The Community of Practice, and its parent, successors, affiliated companies, contractors, officers, directors, employees, agents and its third-party suppliers, licensors, and partners ("The Community of Practice Parties") from and against all losses, damages, liabilities, demands, judgments, settlements, costs and expenses of any kind (including legal fees and expenses), from any claim or demand made by any third-party relating to or arising out of (i) your access to, use or misuse of the Services; (ii) your breach or alleged breach of these Terms, or any violation of the Terms; (iii) any breach of the representations, warranties, and covenants made herein; (iv) your failure to comply with Applicable Laws (including any failure to obtain or provide any necessary consent or notice); (v) the infringement by you or any third-party using your account of any intellectual property, privacy, or other right of any person or entity, including in connection with your User Content, or (vi) your breach or alleged breach of any interaction, agreement, or policy between you and any other Users. The Community of Practice reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify The Community of Practice, and you agree to cooperate with The Community of Practice’s defense of these claims. You agree not to settle any such matter without the prior written consent of The Community of Practice. The Community of Practice will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

13. Disclaimers; No Warranties

No Warranties. THE COMMUNITY OF PRACTICE WEBSITE, THE DIGITAL LEARNING PLATFORM, AND ALL DATA, INFORMATION, SOFTWARE, WEBSITE MATERIALS, CONTENT (WHETHER OWNED OR LICENSED), USER CONTENT, REFERENCE SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE WEBSITE (THE "THE COMMUNITY OF PRACTICE SERVICES"), ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMMUNITY OF PRACTICE PARTIES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, AVAILABILITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMMUNITY OF PRACTICE OR THROUGH THE WEBSITE OR DIGITAL LEARNING PLATFORM WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Content. THE COMMUNITY OF PRACTICE DO NOT WARRANT THAT THE COMMUNITY OF PRACTICE WEBSITE, THE DIGITAL LEARNING PLATFORM OR ANY DATA, USER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE AND PLATFORM WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED. THE COMMUNITY OF PRACTICE MAKES NO REPRESENTATION OR WARRANTY THAT (1) THE
COMMUNITY OF PRACTICE’S SERVICES WILL (A) MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE TO YOUR LIKING, OR (B) WILL BE TIMELY, SECURE, ACCURATE, FREE FROM ERRORS OR LOSS, OR UNINTERRUPTED, (2) THAT THE SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (3) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME FEATURES MAY BE NEW OR EXPERIMENTAL AND MAY NOT HAVE BEEN TESTED IN ANY MANNER.

PLEASE NOTE THAT THE DIGITAL LEARNING PLATFORM DOES NOT MAKE ANY MEDICAL DIAGNOSES. YOU SHOULD NOT TAKE ANY ACTION BASED ON THE INFORMATION PROVIDED IN THE DIGITAL LEARNING PLATFORM WITHOUT CONSULTING A DOCTOR OR OTHER MEDICAL PROFESSIONAL FIRST. PLEASE SEEK THE ADVICE OF A MEDICAL PROFESSIONAL IF YOU ARE CONCERNED ABOUT YOUR HEALTH. IN CASE OF AN EMERGENCY, YOU SHOULD CONTACT THE EMERGENCY SERVICES IMMEDIATELY. ALWAYS CONSULT YOUR DOCTOR OR ANOTHER QUALIFIED HEALTH CARE PROVIDER IF YOU HAVE ANY QUESTIONS REGARDING ANY MEDICAL ISSUES. YOU SHOULD NEVER DISREGARD A DOCTOR’S PROFESSIONAL ADVICE OR CANCEL AN APPOINTMENT WITH A DOCTOR BECAUSE YOU ARE RELYING ON INFORMATION YOU HAVE READ OR HEARD IN THE DIGITAL LEARNING PLATFORM.

**Harm to Your Computer.** YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF CONTENT, WEBSITE MATERIALS, SOFTWARE PLATFORM, OR DATA THROUGH THE WEBSITE AND/OR PLATFORM IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS THEREFROM.

**Limitations by Applicable Law.** SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

14. **Limitation of Liability and Damages.**

**Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL THE COMMUNITY OF PRACTICE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR PROFITS, LOSS OF DATA, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) EVEN IF THE COMMUNITY OF PRACTICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF OR RELATING (i) TO THE TERMS; (ii) YOUR USE OF (OR INABILITY TO USE) THE WEBSITE OR PLATFORM OR THE COMMUNITY OF PRACTICE’S SERVICES, OR (iii) ANY OTHER INTERACTIONS WITH THE COMMUNITY OF PRACTICE OR ANY THIRD-PARTY THROUGH OR IN CONNECTION WITH THE COMMUNITY OF PRACTICE’S SERVICES, INCLUDING OTHER USERS, APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE COMMUNITY OF PRACTICE’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
Limitation of Damages. IN NO EVENT WILL THE COMMUNITY OF PRACTICE HAVE TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE TERMS OR YOUR USE OF THE WEBSITE, PLATFORM OR YOUR INTERACTION WITH OTHER WEBSITE OR PLATFORM USERS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU TO THE COMMUNITY OF PRACTICE, IF ANY, FOR ACCESSING THE WEBSITE AND/OR PLATFORM DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.


User Interactions and Release.

(a) User Disputes. The Community of Practice is not responsible for the actions, content, information or data of other third parties, including other Users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person. We reserve the right, but have no obligation, to become involved in any way with these disputes.

(b) Release. If you have a dispute with one or more Users, you release us from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. You waive your rights under any applicable statutes to the fullest extent permissible under applicable law.

15. Miscellaneous (Including Dispute Resolution and Arbitration).

15.1 Notice. The Community of Practice may provide you with notices, including those regarding changes to the Terms, by email, regular mail, postings on the Services, or other reasonable means. Notice will be deemed given twenty-four hours after email is sent, unless The Community of Practice is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Services. In such case, notice will be deemed given three days after the date of mailing. Notices posted on the Services are deemed given 30 days following the initial posting. Any notices directed to The Community of Practice shall be sent by e-mail to The Community of Practice: The Community of Practice, via e-mail to support@phcommunityofpractice.org.

15.2 Waiver. The failure of The Community of Practice to exercise or enforce any right or provision of the Terms will not constitute a waiver of such right or provision. Any waiver of any
provision of the Terms will be effective only if in writing and signed by The Community of Practice.

15.3 Governing Law. The Terms will be governed by and construed in accordance with the laws of The United States of America, without giving effect to any principles of conflicts of law that would cause the application of the laws of any other jurisdiction.

15.4 Dispute Resolution and Arbitration. PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS YOUR RIGHTS. BY AGREEING TO BINDING ARBITRATION, YOU WAIVE YOUR RIGHT TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE YOUR CASE.

(a) Generally. In order to expedite and control the cost of disputes, The Community of Practice and you agree that any legal or equitable claim, dispute, action or proceeding arising from or related to your use of the Services or these Terms (“Dispute”) will be resolved as follows to the fullest extent permitted by law:

(b) Notice of Dispute. In the event of a Dispute, you or The Community of Practice must give the other a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the Dispute, and a proposed solution (a “Notice of Dispute”). You must send any Notice of Dispute by first class Mail to The Community of Practice via e-mail to support@phcommunityofpractice.org. The Community of Practice will send any Notice of Dispute to you by first class Mail to your address if The Community of Practice has it, or otherwise to your e-mail address. You and The Community of Practice will attempt in good faith to resolve any Dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or The Community of Practice may commence arbitration.

(c) Binding Arbitration. Any Dispute which has not been resolved by negotiation as provided herein within sixty (60) days or such time period as you and The Community of Practice may otherwise agree, shall be finally resolved by binding arbitration as described in this Section 15.4. You are giving up the right to litigate (or participate in as a party or class member) all Disputes in court before a judge or jury. Instead, all Disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal. The place of arbitration shall be Boston, Massachusetts, United States of America. Any court with jurisdiction over the parties may enforce the arbitrator's award.

(d) Class Action Waiver. Any proceedings to resolve or litigate any Dispute in any forum will be conducted solely on an individual basis. Neither you nor The Community of Practice will seek to have any Dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

(e) Arbitration Procedures. The Community of Practice and you agree to select a mutually agreeable alternative dispute resolution service and that such alternative dispute resolution service shall apply the JAMS Rules (https://www.jamsadr.com). The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or
injunctive relief to you only individually, and only to the extent required to satisfy your individual claim.

(f) Arbitration Fees. Whoever files the arbitration will pay the initial filing fee. If The Community of Practice files, The Community of Practice will pay; if you file, then you will pay unless you get a fee waiver under the applicable arbitration rules. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

(g) Filing Period. To the extent permitted by law, any Dispute under these Terms must be filed within one (1) year in an arbitration proceeding. The one-year period begins when the events giving rise to the Dispute first occur. If a Dispute is not filed within one year, it is permanently barred.

(h) Venue. In the event that any Dispute cannot be resolved by binding arbitration in accordance with this Section 15.4, you agree that such Dispute will be filed only in courts in and for Madrid, Spain and each of you and The Community of Practice hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purpose of litigating any such action. Notwithstanding this, The Community of Practice shall still be allowed to apply for injunctive or other equitable relief to protect or enforce its intellectual property rights in any court of competent jurisdiction.

15.5 Severability. If any provision of the Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

15.6 Assignment. The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you without The Community of Practice’s prior written consent, but may be assigned by The Community of Practice without consent or any restriction. Any assignment attempted to be made in violation of the Terms shall be null and void.

15.7 Survival. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 2, 4 through 6, 7.1, 7.4, 7.5, and 8 through 15.

15.8 Headings. The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.

15.9 Entire Agreement. The Terms, the Privacy Policy and Guidelines constitute the entire agreement between you and The Community of Practice relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to the Terms, Privacy Policy or Guidelines made by The Community of Practice as set forth in Section 4 above.
15.10 Disclosures. The Services are hosted in the EEA and the services provided hereunder are offered by The Community of Practice: Last Mile Health, 24 School St., 5th Floor, Boston, MA 02108 or Institute for Primary Health Care- Ethiopia, 2PWJ+P8C, Addis Ababa, Ethiopia.