

**CGFNS INTERNATIONAL USER AGREEMENT**

CGFNS International (“CGFNS”) serves the global community through programs and services that verify and promote the knowledge-based practice competency of health care professionals.

This User Agreement, which incorporates the CGFNS Privacy Policy, (the “Agreement”) is a legal agreement between Users of CGFNS sites and/or services (“you”) and CGFNS, governing your use of CGFNS sites and/or services, related sites, and all versions of these sites, and all services offered by CGFNS through one or more of its sites.

Users (“You”) of CGFNS sites and/or services include (1) “visitors” that may view content on CGFNS sites without providing any personal information, (2) “registrants” who have provided personal information to CGFNS to register on CGFNS sites in order to access additional information regarding CGFNS services; and (3) “applicants” who have provided personal information, and an application that includes such personal information, in order to access additional information regarding CGFNS services and apply for CGFNS services. Visitors, registrants, and applicants may be collectively described as CGFNS Users (“Users”).

The parties (you and CGFNS), intending to be legally bound, agree as follows:

**1. Agreement**

**1.1** You agree that by accessing any CGFNS sites or services, using any CGFNS sites or services, registering on or for any CGFNS sites or services, and/or becoming an applicant on or for any CGFNS sites or services, you are entering into a legally binding agreement and hereby agree to become a party to all the terms of this Agreement (even if you are acting on behalf of a company).

**1.2** This Agreement includes the terms of this Agreement and the associated CGFNS Privacy Policy.

**1.3** This Agreement applies to all Users of CGFNS sites and/or services.

**1.4** We may amend this Agreement at any time with notice to you by email or by posting the amended terms on a CGFNS site. Our right to amend this Agreement includes the right to modify, add to, or remove terms in this Agreement. Any such amendment shall take effect when such amendment is sent by email or posted on a CGFNS site, whichever is earlier. Your continued access of, use of, registration on, or application on any CGFNS site after any such amendment constitutes your acceptance and assent the terms of the amended Agreement.

## **2. Scope and Use**

**2.1** By your acceptance under Section 1, you agree that this Agreement will apply whenever you use or access any CGFNS sites or services.

**2.2** The CGFNS sites and services are not intended for use by anyone under the age of 18. By accessing, using, registering for, or applying for any CGFNS sites or services, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not use, access, register for, apply for any CGFNS site or service. We reserve the right to terminate your access of, registration for, or application for any CGFNS site or service in the event that we become aware that you are not at least 18 years of age.

**2.3** You agree, and hereby consent, that we may restrict access to CGFNS sites and services to registrants and applicants. You agree, and hereby consent, that your use of any CGFNS sites and/or services may require that you register on a CGFNS site as a “registrant” or “applicant” having an account before, for example, checking the status of your CGFNS account or when you want to purchase products from our online store. Upon registering or applying for any of CGFNS’s sites or services, you are required to provide a user name and password. When you choose to provide CGFNS with information about yourself, you can trust that we will endeavor to act in a responsible

manner towards that information. CGFNS allows only one user name and password to be created per applicant due to security issues.

**2.4** You may further be assigned a CGFNS ID number and/or International Commission on Healthcare Professions (ICHP) ID number that will be used to identify your information and application(s) in the CGFNS database. Please be very careful about giving your ID numbers to third parties. Your ID numbers access your confidential information (e.g., your CGFNS application and status thereof). If you give your ID numbers to a relative, friend, employer, lawyer, or recruiter, for example, that person may be able to access your confidential information without notice to you.

**2.5** You agree to take sole responsibility for any activities or actions conducted under your CGFNS account. If you are having problems accessing your CGFNS account or if you think that a third party may have created a user name and password using your CGFNS ID number without your permission, please contact CGFNS at the CGFNS Director of Advocacy, Quality Assurance and Staff Development at the following address\_\_\_\_\_.

**2.6** You may delete your CGFNS account at any time. However, when you delete your CGFNS account, you agree, and hereby consent, that we may retain some of your information that you have provided or disclosed for a reasonable period of time and as necessary to comply with any legal obligations.

**2.7** In using, accessing, registering for, or applying for any CGFNS sites and/or services, you agree that you will not:

**2.7.1** Act dishonestly or unprofessionally;

**2.7.2** Disclose to CGFNS any information you do not have a right to disclose, such as, but not limited to, the confidential information or intellectual property of third parties;

**2.7.3** Disclose to CGFNS any third party personal and/or confidential information without the express consent of the third party;

## CGFNS International User Agreement

- 2.7.4** Access or attempt to access a third party's CGFNS account without the express consent of the third party;
- 2.7.5** Violate any U.S. or foreign laws, any third party rights, or our policies;
- 2.7.6** Circumvent or attempt to circumvent any policy set forth in this Agreement or any temporary or indefinite suspensions or other holds, limitations, restrictions, or terminations affecting your CGFNS account;
- 2.7.7** Use a CGFNS site and/or service to distribute spam, unsolicited, or bulk electronic communications, which may include, but are not limited to, chain letters, pyramid schemes, advertisements, paid links, affiliate advertising, and any form of link spam;
- 2.7.8** Upload to CGFNS site any viruses, worms, malware, malicious code, Trojan horses, time-bombs, keystroke loggers, spyware, adware, or any other technologies that may harm CGFNS' interests or property or the interests or property of a third party;
- 2.7.9** Interfere with the operation of, or place an unreasonable load on, any CGFNS site (e.g., distribution or use of spam, a denial of service attack, distribution or use of viruses, application of gaming algorithms);
- 2.7.10** Copy, modify, or distribute rights or content, including our copyrights or trademarks, from the CGFNS sites and/or services;
- 2.7.11** Harvest or otherwise collect information about CGFNS users including, but not limited to, email addresses, usernames, passwords, metadata, or CGFNS ID numbers;
- 2.7.12** Use any tracking technology including scripts, programs, or other software;
- 2.7.13** Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for a CGFNS site;
- 2.7.14** Request search engines to crawl or index any portion of a CGFNS site;
- 2.7.15** Customize any CGFNS sites in a way that adversely affects the display of any advertising or promotional links on such CGFNS sites;
- 2.7.16** Affect the way CGFNS displays any sites;
- 2.7.17** Speak on behalf of CGFNS, describe yourself as a CGFNS employee or agent, or falsely suggest (either implicitly or explicitly) any affiliation with CGFNS; and/or

**2.7.18** Violate, misappropriate, or infringe the intellectual property rights of others, including patents, trademarks, trade secrets, copyrights, confidential information, or other proprietary rights.

### **3. Abuse of a CGFNS site and/or Service and Action as a Result Thereof**

**3.1** Upon notice of any policy violation, you agree, and hereby consent, that we may, in our sole discretion:

**3.1.1** Limit, suspend, cancel, or terminate your access to CGFNS sites and/or services;

**3.1.2** Review any information uploaded to CGFNS sites or provided to CGFNS when registering or applying for any CGFNS services; and/or

**3.1.3** Take technical and/or legal steps to prevent users from accessing or otherwise using any CGFNS sites and/or services if we determine that they are, in our sole discretion: (a) creating possible legal liabilities; (b) infringing, misappropriating, or otherwise violating the intellectual property rights of third parties; or (c) acting inconsistently with the letter or spirit of the policies set forth herein.

**3.2** You agree, and hereby consent, that we also reserve the right to modify, remove, or discontinue any CGFNS sites and/or services.

### **4. Content on CGFNS sites**

**4.1** You understand that we may, at our discretion, distribute information and/or links to third party products or services. You agree that we do not sell or advocate for any third party products or services that may appear on or displayed through any CGFNS sites and/or services, and you further agree that we are not acting as an agent of sale for any third party unless otherwise expressly indicated by us.

**4.2** All right, title, and interest in and to CGFNS sites and any content appearing on or through any CGFNS sites and/or services will remain the exclusive property of CGFNS or respective third parties who, upon their action or authorization, had their property

displayed or disclosed on or through any CGFNS sites and/or services. Except as expressly set forth in this Agreement, you may not copy, reproduce, modify, create derivative works from, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the content appearing on or through any CGFNS sites and/or services without our prior express written permission or the permission of the appropriate third party, as applicable. Indeed, the contents of all material on the CGFNS sites are copyrighted by CGFNS International or its affiliates unless otherwise indicated. All rights are reserved by CGFNS International and its affiliates and, except as stated, content may not be reproduced, downloaded, disseminated, published, or transferred, in any form or by any means without the prior express written permission of CGFNS International or its respective affiliates. Copyright infringement is a violation of federal law subject to legal action. All CGFNS International or ICHP application forms may be downloaded and reprinted but only for the express purpose of applying for the services provided by CGFNS International or ICHP.

**4.3** “CGFNS International®”, “CGFNS®”, “Commission on Graduates of Foreign Nursing Schools®”, “ICHHP®”, “International Commission on Healthcare Professions®,” “International Centre on Nurse Migration<sup>SM</sup>”, “CGFNS University<sup>SM</sup>” and all logos are service marks of CGFNS International and may not be used in any publication, advertising, publicity, or otherwise, without the express written permission of CGFNS International. Further, CGFNS International’s service marks should not be used, under any circumstances, to indicate CGFNS International’s sponsorship of, or affiliation with, any product or service without CGFNS International’s prior express written permission. Trademark infringement is a violation of federal law subject to legal action.

**4.4** You may not copy or modify the HTML code used to generate web pages associate with any CGFNS sites and/or services, or any other content appearing on or affiliated with a CGFNS site and/or service, or any other content appearing on a CGFNS site and/or service, on or in connection with any other website for any purpose.

**5. Intellectual Property Infringement and the Digital Millennium Copyright Act (“DMCA”)**

**5.1** If you have a good faith belief that your work has been copied in a way on a CGFNS site that constitutes copyright infringement, or that your intellectual property rights have been violated, you may submit a notification pursuant to the DMCA by providing CGFNS with the following information in writing (pursuant to 17 U.S.C. § 512(c)(3)):

- 5.1.1** A physical or electronic signature of the owner, or person authorized to act on behalf of the owner, of the copyright or other intellectual property interest that is allegedly infringed;
- 5.1.2** Identification or description of the copyrighted work or other intellectual property that you claim has been infringed. If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (e.g., trademark, patent, or trade secret);
- 5.1.3** Identification or description of where the material that you claim is infringing is located a CGFNS site with enough detail that may allow the material to be located;
- 5.1.4** Your contact information, including your postal address, telephone number, and email address;
- 5.1.5** A statement by you that you have a good faith belief that the use of the material complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- 5.1.6** A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright or intellectual property owner or you are authorized to act on behalf of the copyright or intellectual property owner.

**5.2** If you believe that you have improperly received a copyright infringement notice, you may submit a Counter-Notice under the DMCA by providing us with a written communication which contains (pursuant to 17 U.S.C. § 512(g)(2) and (3)):

- 5.2.1** Your physical or electronic signature;

- 5.2.2 Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- 5.2.3 A statement under penalty of perjury that you have a good faith belief that removal or disablement of the material was a mistake or that the material was misidentified;
- 5.2.4 Your name, address, phone number, and a statement that you consent to the jurisdiction of the Federal District court (1) in the judicial district in which your address is located, or (2) in the Eastern District of Pennsylvania if your address is outside of the United States, and that you will accept service of process from the Complainant or his/her authorized agent.

5.3 The designated agent for the purposes of this section is Charmaine Rudder

## **6. Termination**

You may cancel your CGFNS account at any time by contacting us at \_\_\_\_\_. We may cancel your CGFNS account at any time for violation of any term or policy provided in this Agreement, in our sole discretion.

## **7. INDEMNITY**

**By choosing to use a CGFNS site and/or service, you agree to indemnify, hold harmless, and defend CGFNS, its agents, assigns, assigns, subsidiaries, or affiliates and their respective directors, officers, and employees of each against any and all present or future, actual, or contingent, direct or third party claims, counterclaims, suits, demands, actions, and causes of action and any and all resulting losses (including actual and consequential losses), costs, damages, setoffs, liens, attachments, debts, expenses, judgments, or other liabilities of whatever kind or nature as they are incurred (including but not limited to cost of defense, settlement, mediation, or appeal and reasonable legal fees) arising from or in**



connection with your improper or inappropriate use or access of any CGFNS sites and/or services.

## **8. RELEASE**

If you have a dispute with one or more CGFNS users, registrants, or applicants, you agree to release us and our agents, assigns, subsidiaries, or affiliates and their respective directors, officers, and employees from claims, demands, liabilities, costs, or expenses and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law, that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

## **9. DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY**

9.1 You agree that we cannot guarantee the continuous operation of or access to any CGFNS sites and/or services. You further agree that operation of and access to CGFNS sites and/or services may be interfered with as a result of certain factors or technical issues that are beyond our control. You agree that you are using and accessing CGFNS sites and/or services at your own risk and that the CGFNS sites and/or services are provided to you on an “AS IS” and “AS AVAILABLE” basis. To the extent permitted by law, we exclude all express or implied warranties, terms, and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

9.2 The CGFNS sites and/or services may include, contain, or distribute links to third party sites, services, or other resources. You agree that we are not responsible or liable for: (A) the availability or accuracy of such third party sites, services, or other resources; or (B) the services, products, or material available from such sites,

services, or other resources. Links to such sites, services, or other resources do not imply any endorsement by CGFNS of such sites, services, or other resources or the services, products, or material available from such sites, services, or other resources. You agree that you assume sole responsibility for and assume all risk arising from your use of any such third party sites, services, or other resources. You agree not hold us liable for any loss or damage of any sort incurred as the result of any such dealings with third parties or as the result of the presence of such third parties on any CGFNS sites and/or services.

**9.3** In addition, to the extent permitted by law, we will not be liable to you for any indirect, special, or consequential damages, any lost profits, data, goodwill, or reputation, or any other intangible losses, whether foreseeable or not, and whether or not you have been advised of the possibility of such damages or liability, arising out of this Agreement or your use of any site or service offered through a CGFNS site and/or service. Some laws may not allow the limitation or exclusion of liability and, therefore, these limits may not apply to you.

## **10. Dispute Resolution**

You agree that the laws of the Commonwealth of Pennsylvania, U.S.A., excluding conflict of laws principles, shall exclusively govern any dispute relating to this Agreement. The parties agree that any claims relating to or arising out of this Agreement can only be litigated in the federal or state courts of Philadelphia County, Pennsylvania, U.S.A., and the parties agree to personal jurisdiction in those courts.

## **11. Miscellaneous**

**11.1** This Agreement shall be binding and inure to the benefit of each of the parties hereto and their respective heirs, successors, legal representatives, and assigns.

- 11.2** This Agreement between you and CGFNS constitutes the entire agreement and understanding between the parties, and supersedes any and all previous agreements and understandings, whether oral or written, between the parties with respect to the matters recited in this Agreement.
- 11.3** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. There are no third party beneficiaries under this Agreement.
- 11.4** In the event that any part of this Agreement is deemed by a court of competent jurisdiction or an arbitrator to be contrary to the law, such determination shall not invalidate other parts of this Agreement, which shall remain in full force and effect.
- 11.5** You agree that this Agreement and all agreements and information incorporated herein may be assigned, transferred, or novated by CGFNS, in its sole discretion, to a third party without notice to you. You may not assign, transfer, or novate your obligations to any other entity. Any attempt by you to make such an assignment, transfer by novation shall be void.
- 11.6** This Agreement does not create any agency, partnership, joint venture, employment, or franchise relationship between the parties.
- 11.7** Our failure to act on a breach of this Agreement in a particular circumstance does not waive our right to act with respect to that or other circumstances. Any waiver of any provision of this Agreement will be effective only if in writing and signed by CGFNS.