

INTRAEALTH INTERNATIONAL, INC.

TERMS OF USE

Welcome to intrahealth.org, the corporate website for IntraHealth International, Inc. (“IntraHealth,” “we” or “us”). IntraHealth owns or operates this site as well as a number of other IntraHealth websites, including capacityplus.org, capacitykenya.org, hrhresourcecenter.org, and ihris.org (each, a “Site”). By using or accessing any of our Sites or by participating in any programs or initiatives offered by us through our Sites, you agree to these Terms of Use (“Terms”). If you do not agree to these Terms, please discontinue use of and access to the Site immediately. If you have any questions regarding these Terms, you may contact us at intrahealth@intrahealth.org.

1. Site.

1.1 Under the terms of and subject to the restrictions in these Terms, we will provide access to the Site to you. You may use and access the Site and its Content (as defined below) solely for your own personal, noncommercial use, except as may be set forth below or in our Copyright/Trademark Policy.

1.2 IntraHealth reserves the right to suspend your access to or terminate your use of the Site or any portion of the Site if you violate, or if we reasonably suspect you are in violation of, these Terms without prior notice and without liability to you.

2. Intellectual Property; Restrictions on Use.

2.1 You agree that IntraHealth, its sponsors, funders, partners and licensors own all intellectual property rights in and to the Site and content found on the Site, including the look and feel, structure, organization, design, text, graphics, logos, video or audio files, photographs and screen displays associated with and available through the Site (“Content”). You agree that any Content from other organizations that IntraHealth republishes or links to on the Site, with permission or in accordance with copyright laws or privacy agreements, including photos or graphics used to represent said materials, are protected by the copyright of the author and/or publishing organization and may only be redistributed under the terms of the author/publishing organization’s copyright policy. You may not resell, lease, assign, distribute, time share or otherwise commercially exploit or make any part of the Site or Content available to any third party for a third party’s commercial benefit without our permission. You may not modify, display, transmit, permit access to or create derivative works of any part of the Site or Content without our permission or as permitted under our Copyright/Trademark Policy. IntraHealth reserves all rights in the Site and Content not expressly granted to you hereunder.

2.2 You agree that all IntraHealth trademarks, service marks, logos and other branding elements (“Marks”) are the exclusive property of IntraHealth and nothing in these Terms gives you the right to use any such Marks.

2.3 If you provide, via email, upload to the Site or otherwise, any photography, video, graphics, text, including comments, or other created content or materials (“User Content”), you represent and warrant that you have all rights in and to such User Content as necessary to provide such User Content to us under these Terms and that you have permission from any individuals appearing or identified in such User Content. You shall retain all ownership rights in the User Content, but you hereby grant to IntraHealth the perpetual, worldwide, non-exclusive, royalty-free, sublicensable and transferable right and license to copy, modify, create derivative works of, store, maintain, distribute and otherwise use such User Content for IntraHealth’s promotional or other purposes.

2.4 You agree that you will not post, transmit, contribute or otherwise provide to or on the Site any User Content that (i) is infringing, unlawful, libelous, defamatory, obscene, indecent, pornographic, abusive, threatening, harassing or otherwise violates any law or right of any third party, including but not limited to, rights of privacy or publicity; (ii) consists of advertisements or any business solicitation or commercial communication; or (iii) provides resources or support to individual or organizations associated with terrorism. You understand and agree that IntraHealth may, but is not obligated to, review and delete any User Content that in the sole judgment of IntraHealth, violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of IntraHealth, its employees, users or any other person(s).

2.5 You agree that IntraHealth shall own all ideas or suggestions for improvements to the Site or IntraHealth's services or initiatives, including without limitation, enhancements, new concepts or programs, survey responses or other feedback. IntraHealth shall have the right to use any such ideas or suggestions in its sole discretion and with no payment or consideration or attribution to you.

3. Warranties; Disclaimers; Limitation of Liability

3.1 YOU UNDERSTAND AND AGREE THAT ALL USE OF THE SITE IS AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES WILL INTRAHEALTH, ITS FUNDERS, PARTNERS, SPONSORS OR ITS LICENSORS (OR ANY OF THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, EMPLOYEES OR AGENTS) BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO YOU OR ANY THIRD PARTY RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE OR CONTENT. YOU UNDERSTAND AND AGREE THAT INTRAHEALTH DOES NOT SCREEN OR MONITOR USER CONTENT AND THAT YOU MAY FIND SOME USER CONTENT OBJECTIONABLE. INTRAHEALTH SHALL IN NO WAY BE LIABLE TO YOU FOR ANY USER CONTENT.

3.2 TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INTRAHEALTH EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THESE TERMS, THE SITE OR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. THE SITE AND ALL CONTENT IS PROVIDED "AS IS" AND INTRAHEALTH DOES NOT WARRANT TO YOU THAT THE SITE OR ANY CONTENT WILL MEET YOUR REQUIREMENTS OR THAT YOUR ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR FREE.

3.3 Your sole remedy for any failure of any part of the Site or dissatisfaction with or error in the Content is to cease using the Site or Content. To the extent permissible under applicable law, you agree that in no event shall IntraHealth or its funders, sponsors, partners or licensors be liable for any direct, special, consequential, incidental, indirect or punitive loss, damage or expenses arising from your use or inability to use any part of the Site or Content whether arising in contract or tort (including but not limited to lost profits, savings, data, or the cost of recreating lost data), even if it has been advised of their possible existence.

4. Third Party Sites.

4.1 IntraHealth may provide information regarding or links to other websites, resources, services or products ("Third Party Sites and Products"). Such information is provided only for your convenience. IntraHealth does not qualify, endorse, investigate or approve any Third Party Sites and Products and is not responsible for the availability, security, safety or quality of such Third Party Sites or Products. You are solely responsible for ensuring that any such Third Party Sites and Products meet your needs. In no event will IntraHealth be responsible or liable for any information, services or products provided by such Third Party Sites or for their failure to provide any such information, services or products to you. IntraHealth has no control over, and assumes no responsibility for, the content, privacy policies, products, services or practices of any Third Party Sites. You should review such site's privacy and other policies before providing any personal information or purchasing products or services from such sites. In addition, IntraHealth will not and cannot censor or edit the content of any Third Party Site.

4.2 We may have pages or other presence on various social networking sites or services, such as Facebook, Twitter and the like. Any information you post or provide through such sites and services will be

subject to the policies of those sites and services. For example, if you post pictures or comments on our Facebook page, those pictures and comments will be publicly available and the handling and use of such information subject to Facebook's policies.

5. Indemnification

5.1 You agree to indemnify and hold IntraHealth and its sponsors, funders, partners and licensors, harmless to the fullest extent allowed by law regarding all matters related to your use or misuse of the Site or any Content or submission of User Content.

6. Termination

6.1 You may terminate this agreement at any time by ceasing use of the Site and Content. IntraHealth may terminate or suspend your access to all or any of the Site or Content at any time, including for breach of these Terms or otherwise, without notice and without liability to you. Upon any such termination, your access to the Site and Content will be disabled.

7. Governing Law; Jurisdiction; Miscellaneous

7.1 This Agreement shall be interpreted, construed, and governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. You agree that all claims and disputes arising out of this Agreement or your use of or access to the Service shall be exclusively brought in the federal or state courts located in Orange County, North Carolina and you hereby irrevocably submit to the exercise of personal jurisdiction over you by those courts and waive any jurisdictional, venue or inconvenience forum objections to such courts; provided, however, that IntraHealth shall have the right to bring action for specific performance or injunctive relief for any breach of this Agreement in any court of competent jurisdiction.

7.2 You may not assign, sublicense or otherwise transfer any of your rights under these Terms.

7.3 If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining Terms which shall remain in full force and effect.

7.4 IntraHealth is located in the United States. If you are located in a jurisdiction outside of the United States, you consent to the processing of personal information in the United States by IntraHealth in connection with the Site and your use of the Site. See our Privacy Policy.

8. Modification of these Terms; Entirety

8.1 IntraHealth reserves the right, in its sole discretion, to modify or change these Terms at any time by posting the changes to the Site. Your continued use of the Site and Content following the posting of such changes constitutes acceptance of those changes. .

8.2 These Terms and the Privacy Policy and our Copyright/Trademark Policy, as well as any guidelines or other policies relating which are published by us and made available to you, is the complete understanding and agreement between you and IntraHealth with respect to your use of the Site and Content and supersedes all prior understandings