

# Privacy Policy

## Purpose of this policy

The Ohio Council for Home Care & Hospice (OCHCH) is committed to maintaining the accuracy, confidentiality, and security of your personally identifiable information ("Personal Information"). As part of this commitment, our privacy policy governs our actions as they relate to the collection, use and disclosure of Personal Information.

### 1. Introduction

OCHCH is responsible for maintaining and protecting the Personal Information under our control. We have designated an individual or individuals who is/are responsible for compliance with our privacy policy.

### 2. Identifying Purposes

OCHCH collects, uses and discloses Personal Information to provide you with the product or service you have requested and to offer you additional products and services we believe you might be interested in. The purposes for which we collect Personal Information will be identified before or at the time we collect the information. In certain circumstances, the purposes for which information is collected may be clear, and consent may be implied, such as where your name, address and payment information is provided as part of the order process.

### 3. Consent

Knowledge and consent are required for the collection, use or disclosure of Personal Information except where required or permitted by law. Providing us with your Personal Information is always your choice. However, your decision not to provide certain information may limit our ability to provide you with our products or services. We will not require you to consent to the collection, use, or disclosure of information as a condition to the supply of a product or service, except as required to be able to supply the product or service.

### 4. Limiting Collection

The Personal Information collected will be limited to those details necessary for the purposes identified by us. With your consent, we may collect Personal Information from you in person, over the telephone or by corresponding with you via mail, facsimile, or the Internet.

### 5. Limiting Use, Disclosure and Retention

Personal Information may only be used or disclosed for the purpose for which it was collected unless you have otherwise consented, or when it is required or permitted by law. Personal Information will only be retained for the period of time required to fulfill the purpose for which we collected it or as may be required by law.

### 6. Accuracy

Personal Information will be maintained in as accurate, complete and up-to-date form as is necessary to fulfill the purposes for which it is to be used.

### 7. Safeguarding Customer Information

Personal Information will be protected by security safeguards that are appropriate to the sensitivity level of the information. We take all reasonable precautions to protect your Personal Information from any loss or unauthorized use, access or disclosure.

## **8. Openness**

OCHCH will make information available to you about our policies and practices with respect to the management of your Personal Information.

## **9. Customer Access**

Upon request, you will be informed of the existence, use and disclosure of your Personal Information, and will be given access to it. You may verify the accuracy and completeness of your Personal Information, and may request that it be amended, if appropriate. However, in certain circumstances permitted by law, we will not disclose certain information to you. For example, we may not disclose information relating to you if other individuals are referenced or if there are legal, security or commercial proprietary restrictions.

## **10. Handling Customer Complaints and Suggestions**

You may direct any questions or inquiries with respect to our privacy policy or our practices by contacting Kim DeVillers at kim@ochch.org.

## **Additional Information**

### **Cookies**

A cookie is a small computer file or piece of information that may be stored in your computer's hard drive when you visit our websites. We may use cookies to improve our website's functionality and in some cases, to provide visitors with a customized online experience. Cookies are widely used and most web browsers are configured initially to accept cookies automatically. You may change your Internet browser settings to prevent your computer from accepting cookies or to notify you when you receive a cookie so that you may decline its acceptance. Please note, however, if you disable cookies, you may not experience optimal performance of our website.

# **Terms and Conditions of Use**

Updated on January 16, 2018

**PLEASE READ THESE TERMS CAREFULLY.** By using our website by otherwise accessing any content found on this website, you are deemed to have entered into an agreement with the Ohio Council for Home Care & Hospice and to have agreed to be bound by the terms set out below. If you violate any of the Terms, your permission to use this website automatically terminates. The website is owned and operated by the Ohio Council for Home Care & Hospice.

## **1. Definitions.** As used in these Terms:

- "Website" means the website [www.ochch.org](http://www.ochch.org).
- "We," "Our," "Us" and "OCHCH" refer to the Ohio Council for Home Care & Hospice.

**2. Changes to these Terms.** OCHCH MAY AMEND THESE TERMS AT ANY TIME WITHOUT PRIOR NOTICE BY POSTING THE AMENDED TERMS ON THE WEBSITE. USE OF THE WEBSITE FOLLOWING ANY SUCH CHANGE CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THE TERMS AS CHANGED. For this reason, you should review these Terms whenever you use the website. If you do not agree to be bound by changes to the Terms, you should not use the website any further after the changes in question are published.

### **3. Use of our content and intellectual property protection.**

**3.1.** Material on the website, including but not limited to text, software, code, graphics, images, data, audio and video (collectively, the "materials"), is owned by the Ohio Council for Home Care & Hospice. OCHCH retains all proprietary rights to the materials, including all intellectual property rights associated therewith (e.g., copyrights, patents and trademarks; for information on the use of the OCHCH name, emblem and unless otherwise indicated on the website, except for downloading one copy of the materials for your personal, noncommercial use and/or printing copies of the materials for such use, you may not sell, modify, reproduce, display, publicly perform, prepare derivative works based upon, distribute or otherwise use the materials in any way without first obtaining the written permission of OCHCH.

**3.2.** You must retain all copyright, trademark and other proprietary notices contained in the original materials on any copy you make of the materials. You may not frame or utilize framing techniques to enclose all or any portion of the website. You may not use any meta tags or any other similar hidden text utilizing the OCHCH name.

**3.3.** If you violate any of this Section 3, your permission to use the materials and the website automatically terminates.

**4. Use Policies.** You may not do any of the following while using the website:

- interfere with or disrupt networks connected to the website or violate the regulations, policies or procedures of such networks;
- attempt to gain unauthorized access to the website, computer systems or networks connected to the website, through password mining or any other means;
- interfere with another user's use and enjoyment of the website;
- upload any message, information, data, text, software, graphic files or other materials ("Content") that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, that may be invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable;
- upload content that contains a virus, corrupted file, or other harmful component;
- impersonate any person or entity, including, but not limited to, OCHCH personnel, or falsely state or otherwise misrepresent any affiliation with any person or entity, or upload any content under a fictitious name;
- upload any content that you do not have a right to upload under law or under contractual or fiduciary relationships (including but not limited to nondisclosure agreements);
- upload any information or grant permissions to view information to any person in a manner that exceeds your contractual or other legal authority;
- upload any unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, surveys, or any other form of solicitation (commercial or non-commercial);
- intentionally or unintentionally violate or encourage or assist another to violate any law or regulation in connection with your use or another's use of the website; or
- upload any content that violates or infringes any patent, trademark, trade secret, copyright or any right, of whatever nature, of anyone.

**5. Indemnification.** You agree to defend, indemnify and hold harmless OCHCH and its affiliates and their officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (including, but not limited to, reasonable legal and accounting fees) arising from or relating to your use of the website or the materials, material that you post to the website or otherwise provide to OCHCH, or your breach or violation of these Terms. OCHCH reserves the right to defend any such claim, and you agree to provide OCHCH with such reasonable cooperation as it may request.

## **6. Disclaimer of Warranties.**

**6.1.** THE WEBSITE, THE MATERIALS AND THE LICENSED MARKS ARE PROVIDED ON AN **AS-IS, AS-AVAILABLE** BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, AP, ITS AFFILIATES AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**6.2.** You understand and agree that: (a) we are not responsible for the timeliness, misdelivery, deletion or failure to store any information uploaded (or attempted to be uploaded) by you or any other user; (b) we make no warranty as to the accuracy or completeness of the information and services provided or obtained through the website or the results of your use of the website; (c) it is your responsibility to evaluate the accuracy, completeness and usefulness of all information obtained or provided through the website; (d) we may, in our sole discretion, modify, add or discontinue any aspect, content or feature of the website; and (e) the information on the website may contain typographical errors or inaccuracies and may not be complete or current and, therefore, we reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

**6.3.** You understand and agree that use of the website and the materials is at your sole risk, that any materials downloaded or otherwise obtained through the use of the website is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such materials. We make no warranty or representation as to the security of any information you transmit to us. Information on the website does not constitute legal, accounting or professional advice to anyone.

**7. Limitation of Liability.** IN NO EVENT SHALL OCHCH, ITS AFFILIATES OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY DAMAGES FOR LOSS OF PROFITS, USE, DATA, GOODWILL OR OTHER INTANGIBLES) ARISING FROM OR IN ANY WAY CONNECTED WITH THESE TERMS, THE USE OF (OR THE INABILITY TO USE) THE WEBSITE OR THE MATERIALS, THE LICENSED MARKS, OR ANY INFORMATION, GOODS OR SERVICES OBTAINED ON OR FROM THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE ELCA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Privacy Notice.** Be sure to check our Privacy Policy to understand our practices. The Privacy Policy is subject to these Terms and is incorporated by reference herein.

**9. Legal Disclaimer.** Legal Disclaimer Information on this website does not constitute legal advice to anyone. In addition, the use of this website, and the sending or receipt of information through our website does not create attorney-client relationship of any sort. Visitors to our website should be aware that communication in this manner may not be considered as privileged or confidential. Individuals requiring legal assistance should engage a qualified attorney, licensed to practice law in the particular state or jurisdiction where the legal issues have arisen. Staff of OCHCH should always consult their own attorneys, accountants, or similar professionals whenever legal issues or problems arise. Neither the business nor the general counsel is responsible for any loss, injury, liability, or damage related to your use of this document, whether from errors or omissions in the content of this document or any linked sites, from the site being down, or from any other use.

## **10. Miscellaneous.**

**10.1.** The website is based in the United States. Access to the materials may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

**10.2.** These Terms will be governed by the internal laws of the State of Ohio, without regard to its choice of law provisions. You agree that any action arising out of or relating to these Terms may be brought only in a court of competent jurisdiction in Franklin County, Ohio and you hereby consent to the jurisdiction, venue and convenience of such courts.

**10.3.** Headings in these Terms are for convenience only and shall not be used to interpret or construe its provisions.

**10.4.** If any provision of these Terms is found to be invalid, void or unenforceable by any court having competent jurisdiction, the remainder of these Terms shall remain in full force and effect.

**10.5.** Any waiver of any provision of these Terms will be effective only if it is in writing signed by OCHCH. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term.

**10.6.** Notices to Ohio Council for Home Care & Hospice, other than as provided herein, can be sent to:

Ohio Council for Home Care & Hospice  
1105 Schrock Rd., Ste. 120  
Columbus, OH 43229