

# Terms of Use

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## 1. Restrictions on Use.

The Cerner Web Sites are offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein (the "Agreement"). Your use of the Cerner Web Sites constitutes your acknowledgement and agreement to all such terms, conditions and notices, as set forth below and in all links to this Agreement. If you do not agree to accept the terms of this Agreement, you may not access or use the Cerner Web Sites.

## 2. Modification of These Terms of Use.

Cerner may revise the Terms of Use and [Cerner’s Privacy Policy](#) at any time and without notice to you. You are responsible for regularly reviewing the Terms of Use and [Cerner’s Privacy Policy](#). The revised Terms of Use and [Cerner’s Privacy Policy](#) will be effective when posted. Your continued use of the Cerner Web Sites indicates your acceptance to any revised Terms of Use and [Cerner’s Privacy Policy](#).

## 3. Personal and Non-commercial Use Limitation.

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## **4. Links to Third Party Sites/Business Relationships.**

Cerner makes no representations whatsoever about any other web site which you may access through the Cerner Web Sites. When you access a non-Cerner Web Site, even one that may contain the Cerner-logo or other Cerner trademark, service mark or trade name, please understand that it is independent from Cerner, and that Cerner has no control over the content on that web site. Additionally, the Cerner Web Sites may contain links to other web sites ("Linked Sites"). The Linked Sites may not be under the control of Cerner and Cerner is not responsible for the contents of any Linked Site not under Cerner control, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Cerner is not responsible for any form of transmission received from any Linked Site. Cerner makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any information contained in such Linked Sites and shall have no liability for any damages or injuries of any kind arising from such content or information. Cerner is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Cerner of the site or any association with its operators. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CERNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHATSOEVER FOR ANY USE OF THE LINKED SITES INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

## **5. No Unlawful or Prohibited Use.**

As a condition of your use of the Cerner Web Sites, you warrant to Cerner that you will not use the Cerner Web Sites for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Cerner Web Sites in any manner which could damage, disable, overburden, or impair the Cerner Web Sites or interfere with any other party's use of the Cerner Web Sites. You may not obtain or attempt to obtain any materials or information through any means not made available or provided to you through the Cerner Web Sites.

## **6. Use of Communication Services.**

The Cerner Web Sites may contain bulletin board services, chat areas, blogs, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with and share information with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. Without prejudice to the generality of the foregoing, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten, damage the reputation of or otherwise infringe or violate the legal rights (such as rights of privacy and publicity) of others; breach any legal duty owed to others nor advocate, promote or incite any third party to commit or assist any unlawful or criminal act.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, offensive, discriminatory, indecent, illegal or unlawful topic, name, material or information.
- Intentionally post inaccurate, false or misleading information or information containing your personal opinions not genuinely held by you.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Publish, post, upload or distribute another's confidential, proprietary, sensitive or personal information or any information relating (directly or indirectly) to any past or existing commercial arrangements, contracts, engagements or provision of goods and services between any persons or organizations.
- Upload files that contain viruses, worms, corrupted files, or any other similar software, programs or malicious content that may damage the operation of systems hosting Cerner Web Sites or another's computer.
- Advertise or offer to sell or buy or make available any goods or services for any business purpose, unless such Communication Service specifically allows such messages in which case you shall not advertise or offer to sell or buy or make available any unlawful goods or services .
- Conduct or forward surveys (unrelated to Cerner business), contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
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- Harvest or otherwise collect information about others, including e-mail addresses, without their and Cerner's consent.
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Cerner provides a "Notice and Takedown" mechanism for abusive or defamatory content, or other content precluded by these terms of use. Any content marked as "report abuse" by a user is immediately reviewed by a moderator and as a result of this review routine may be hidden from view until the event is addressed through our moderation process. The moderation process results in the review of "report abuse" events by Cerner Security, Human Resources, and Legal teams as necessary. Any events deemed inappropriate will be removed at the discretion of the moderation process.

## **7. Cerner's Unsolicited Idea Submission Policy**

Cerner and its employees do not accept nor consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved solutions, products or technologies, solution or product enhancements, processes, marketing plans or new solution or product names. Please do not submit any unsolicited ideas, samples, demos or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Cerner's software, solutions, products and/or services, or marketing strategies, might seem similar to ideas submitted to Cerner. If, despite our request that you not send us your ideas, you still submit them, then regardless of what message accompanies the submission, the following terms shall apply to your submissions.

You agree that: (1) your submissions and their contents will automatically become both the legal and equitable property of Cerner, without any compensation to you; (2) Cerner may use or redistribute the submissions and their contents for any purpose and in any way without limitation; (3) there is no obligation for Cerner to review the submission; (4) there is no obligation to keep any submissions confidential; and (5) you hereby agree to waive absolutely any and all moral rights arising from your submissions and their contents so far as is lawfully possible and any broadly equivalent rights you may have in respect of your submissions and their contents in any territory of the world.

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## **10. Communities and Groups.**

In certain areas of the Cerner Web Sites, users are able to create, join, participate and/or contribute to communities and collaborative groups. These groups are only to be created for the purpose of communicating, collaborating, or doing business with Cerner, Cerner associates and/or Cerner clients. Creation of groups for purposes such as personal communication with non-Cerner associates, collaboration internal to your personal business, or doing business with entities other than Cerner is forbidden.

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SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN LIABILITIES. TO THE EXTENT THAT THEY ARE HELD TO BE LEGALLY INVALID, THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS AGREEMENT, INCLUDING THIS SECTION 12, DO NOT APPLY AND ALL OTHER TERMS SHALL REMAIN IN FULL FORCE AND EFFECT.

## **13. Copyright and Trademark Notices**

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## **14. User Representations.**

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use the Cerner Web Sites in accordance with this Agreement. You agree to be financially responsible for your use of the Cerner Web Sites and to comply with your responsibilities and obligations as stated in this Agreement.

## **15. Indemnification.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CERNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR USE OF THE CERNER WEB SITES AND ANY ACCOUNT YOU MIGHT HAVE (INCLUDING INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS, MISAPPROPRIATION OF TRADE SECRETS OR OTHER PROPRIETARY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT).

## **16. Waiver, Release and Limitation of Liability**

YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST CERNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS OR SUPPLIERS FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE CERNER WEB SITES. THIS SECTION 17 WILL NOT APPLY TO CLAIMS ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY CERNER OR ANY OTHER CLAIMS IN RESPECT OF LIABILITY THAT CANNOT BE LAWFULLY EXCLUDED OR LIMITED.

## **17. Term & Termination**

Either you or Cerner may terminate your right to use the Cerner Web Sites at any time, with or without cause, upon notice. In addition, Cerner may withdraw, suspend or discontinue any functionality or feature of the Cerner Web Sites; provided, however, that if your agreement with Cerner provides for the continued use of any functionality or feature, Cerner will continue to provide that respective functionality or feature to you subject to the provisions of such agreement. The provisions concerning Copyrights, Indemnification, Waiver, Release and Limitation of Liability, and General shall survive any termination of this Agreement.

## **18. General.**

This Agreement is governed by US federal law or the laws of the State of Missouri. You hereby consent to the exclusive jurisdiction and venue of courts in Clay County, Missouri, U.S.A. in all disputes arising out of or relating to the use of the Cerner Web Sites. Use of the Cerner Web

Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these this Agreement, including without limitation this paragraph. Any cause of action or claim you may have with respect to Cerner must be commenced within one (1) year after the claim or cause of action arises. Cerner's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Cerner may assign its rights and duties under this Agreement to any party at any time without notice to you.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Cerner as a result of this Agreement or use of the Cerner Web Sites. Cerner's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Cerner's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Cerner Web Sites or information provided to or gathered by Cerner with respect to such use.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

## **19. Notice.**

Cerner may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Cerner Web Sites, or by written communication delivered by first class U. S. mail to your address on record in Cerner's account information. You may give notice to Cerner at any time via electronic mail to [Webmaster@cerner.com](mailto:Webmaster@cerner.com) or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Cerner Corporation

2800 Rock Creek Parkway

Kansas City , MO 64117-2551

Attn: Online Marketing, Cerner.com

E-mail: [onlinemarketing@cerner.com](mailto:onlinemarketing@cerner.com)

## **20. Legal.**

Information on the Cerner Web Sites may be changed or updated without notice. Cerner may also make improvements and/or changes in the solutions and/or the services described on the Cerner Web Sites at any time without notice.

In the event of any conflict between the terms of this Agreement and the terms and conditions of a dually-executed agreement between Cerner and User, the terms of the dually-executed agreement between Cerner and User shall have precedence.

## **21. Global Availability.**

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Service Contact.

Send an email to: [webmaster@cerner.com](mailto:webmaster@cerner.com)

## **22. DHMSM License and Distribution Restrictions.**

U.S. Government license and distribution restrictions are set forth [here](#).