

## Crimson CE Terms of Service

### Terms of Service

These Terms of Service and the HMS CME Privacy Policy govern the President and Fellows of Harvard College acting through Harvard Medical School Postgraduate Medical Education ("HMS PGME") online website, [myce.hms.harvard.edu](http://myce.hms.harvard.edu) ("Site"), which is owned by HMS and operated by HMS or its service providers. If you do not understand or do not wish to be bound by these Terms of Service, you should not access or use this Site.

### Description of HMS Platform

HMS CrimsonCE offers courses and content, via this online education platform, that include opportunities for student-to-student interaction, individual assessment of a student's work and, for students who demonstrate completion of the course and/or their mastery of subjects, a certificate of completion or other acknowledgment.

### Use of the Site

In order to participate in HMS CME Online courses or access any online resources offered by HMS you must first carefully read and agree to these Terms of Service as well as any applicable HMS and Harvard University ("Harvard") policies (collectively "Terms"). By accessing and participating in the Site, you have indicated that you have read these Terms and agree to be bound by and comply with them. If you do not agree to be bound by the Terms, please promptly exit the Site.

HMS reserves the right to modify the Terms at any time and will publish notice of any modifications on-line at this Site. By continuing to access the Site after notice of such modifications has been published, you signify your agreement to be bound by them.

### User Age and Eligibility

Participation in the Site and HMS Online Courses is restricted to those individuals who have registered, who are 18 years of age and over, emancipated minors, or those who possess parental or legal guardian consent, and who are fully able and competent to enter into these terms, conditions, obligations, affirmations, representations, and warranties herein. By accessing the Site you affirm that you are at least 13 years old and meet the eligibility requirements. The Site is not intended for children under 13. If you are under 13 years of age, do not use the Site.

Certain courses may also have additional eligibility requirements as specified in the specific course description. If you are not eligible for registration and participation or do not agree to the Terms, you may not use the Site.

### **Access to the Site**

While portions of the Site may be available to the general public, portions of the Site are restricted to registered users who meet eligibility criteria. You agree that you will not access any registration-only portions of the Site if you do not meet the eligibility requirements. HMS is not responsible for any delay, inability, or failure to access the Site due to any cause, including but not limited to government regulation, fire, flood, earthquake, elements of nature or acts of God, labor disputes, political instability, acts of war, terrorism, riots, civil disorders or rebellions or other revolutions ("Force Majeure Event"), malfunction of user hardware or software, interruption in internet service, loss or corruption of data, and unanticipated suspension or cessation of service from any underlying service provider.

### **User Accounts**

#### **Site Registration**

In order to fully participate in all Site activities, you must register and create a User Account. You are required to provide a valid email address ("Email Address") and create a user password ("User Password") and a unique username, which will be publicly visible on the forum and other locations on the Site. In setting up your User Account, you may also be prompted or required to enter additional information, including but not limited to your name, location, or other information required to confirm your identity.

### **HMS Privacy Policy**

**HMS has a duty to maintain the privacy and security of Users Personally Identifiable Information and records. Please see the [HMS Privacy Policy](#) and the [Harvard Policy on Access to Electronic Information](#) for more information.**

### **Course Registration**

In order to participate in an online course you may be required to register in the course by selecting the course from the list of offered courses. You may be required to provide additional information at the time of registration including, without limitation, evidence of eligibility or of successful completion of prerequisite courses. You may be required to pay a fee to register in some courses.

You understand and agree that all information provided by you is accurate, current, and complete and that you will maintain and update your information to keep it accurate, current,

and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to refuse access to the selected course or to terminate your use of the Site. You agree that you will never divulge or share access or access information to your User Account with any third party for any reason.

### **Fees and Refunds**

Courses may be made available for free or for a fee at the sole discretion of HMS. Course fees, if applicable, are due and payable at the time of registration for the course or at the time of requesting a service or materials for which a fee is required. HMS expressly reserves the right to refuse to permit access to any fee-based course if the fee is not paid, is cancelled, or not processed for any reason. Please include your full name and username in your request. Refunds will be credited to the credit card used when you registered and may take up to two billing cycles to process. HMS has no obligation to issue a refund after the Refund Period, but if you believe a refund is warranted, please email [ceprograms@hms.harvard.edu](mailto:ceprograms@hms.harvard.edu).

### **Course Modification or Cancellation**

The Site, including the course materials, may contain errors and omissions. HMS PGME reserves the right to correct errors or omissions without prior notice. HMS PGME also reserves the right to cancel, discontinue, reschedule, delay, change instructors, or modify any course or service. You acknowledge that the course content of the online course does not reflect the complete curriculum of a course that may be offered to students enrolled in the HMS MyCE Platform.

### **License to Use Site Materials**

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### **Modifications to Site**

HMS reserves the right, for any reason or no reason, in our sole discretion and without notice, to terminate, change, suspend, or discontinue any aspect of the Site, including without limitation, information, data, text, music, sound, photographs, graphics, video, messages, courses, Materials, features, and/or hours of availability, and we will not be liable to you or to any third party for doing so. HMS may also impose rules and limits on the use of the Site or restrict your access to part, or the entire, Site without notice or penalty.

### **Rules for Online Conduct**

User agrees to use the Site in accordance with all applicable laws. User is responsible for User's own communications, including the upload, transmission, and posting of information, and is responsible for the consequences of their posting on or through the Site. User further agrees that User will not email or post malicious or harmful content anywhere on the Site, or on any other HMS, Harvard, or HMS computing resources including without limitation the following:

Content that defames or threatens others

Harassing statements or content that violates federal or state law

Content that discusses illegal activities with the intent to commit them

Content that is not your own, or infringes another's intellectual property, including, but not limited to, copyrights, trademarks or trade secrets

Content related to partisan political activities

Material that contains obscene (i.e. pornographic) language or images

Advertising or any form of commercial solicitation or promotion, including links to other sites

Content that is otherwise unlawful

Intentionally incomplete, misleading or inaccurate content

Violations of The Honor Code

Copyrighted material, including without limitation software, graphics, text, photographs, sound, video, and musical recordings, may not be placed on the Site without the express permission of the owner of the copyright in the material, or other legal entitlement to use the material.

### **Security Rules**

Violations of system or network security may result in civil or criminal liability. HMS will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the use or users who are involved in such violations.

User agrees that User will not violate or attempt to violate the security of the Site, including without limitation:

attacking, probing, scanning or testing the vulnerability of, breaching security of, disrupting, disabling or harming the Site, or servers or networks connected to the Site

using the Site via any automated means, such as a screen-scraping or robot. This is not intended to exclude the use of assistive technology for your own use, such as screen-readers

sending any unsolicited emails to other Site users or forging any TCP/IP packet header or any part of the header information in any email

displaying the Site within a frame on another website without consent, or place pop-up windows or other disruptive technologies over it

accessing data not intended for you or logging into a server or account you are not authorized to access

attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Site, overloading, "flooding", "Mailbombing" or "Crashing"

impersonating another person or improperly allowing another to use your registration information to access the Site.

#### Content Disclaimer

The text and other material on the Sites may include the opinion of the specific instructor and are not statements of advice, endorsement, opinion, or information of HMS. If you feel you might be offended by the content of the Site, you should not continue.

Site may also include the personal opinions and other expressions by users who post entries on a wide range of topics. Neither the content of the forums nor the links to other web sites are screened, approved, reviewed, or endorsed by HMS or any other related entity. HMS is not a publisher of any of the content of the forums, or of any content that may be available through links to and from them.

#### User Content

You may be permitted to submit and distribute materials in connection with an online course ("User Content"). You represent and warrant that any material you submit to the Site, instructors, or other Users is accurate and complete and will not violate or infringe the rights of any third party, including without limitation privacy, publicity, intellectual property, and any other

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You agree that, if a third party claims that any material you have contributed to a Site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws. Although HMS does not monitor the content of the Site, HMS has the right to remove material from the Site, block access, or take other action with respect to the material in its sole discretion.

### **Grant of License**

By your submission of any material in connection with this course, you hereby grant HMS an irrevocable, non-exclusive, royalty free, fully transferable, worldwide license to use, disclose, reproduce, distribute, prepare derivative works of, publicly perform, publicly display and provide to other researchers any such submission. You hereby grant users in your online course a license to use your User Content (including the right to copy, modify and distribute such content) in conjunction with their participation in the course.

### **User Status and Statement of Accomplishment**

You agree and acknowledge that your access to the Site, participation in an online course and your agreement to these Terms do not confer any right to access or use the resources of HMS or establish any relationship with HMS or its instructors beyond the Site, that you are not enrolled, admitted, or in attendance at HMS and that you are not entitled to any student or academic grievance procedures. You agree that no joint venture, partnership, employment, or agency relationship exists between HMS and you as a result of these Terms or your use of the Site.

Subject to satisfactory performance and course completion, you may receive a Statement of Accomplishment ("Statement"). HMS reserves the right to determine whether a Statement will be issued for the online course and the nature of the information to be provided in the Statement. You acknowledge that any Statement will not stand in the place of a course taken at HMS or an accredited institution or confer any academic credit, grade or degree, or indicate enrollment at HMS. You further acknowledge that instructors of any online course are not required to participate in any attempts to get the course recognized by any educational or accredited institution.

### **International Use and Consent To Processing**

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### **Links to Other Sites**

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### **Governing Law and Disputes**

This Agreement shall be governed by and interpreted in accordance with the laws of The Commonwealth of Massachusetts (excluding the conflict of laws rules thereof). All disputes hereunder shall be resolved in the applicable state or federal courts of Massachusetts. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

### **Disclaimer of Warranties**

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UNINTERRUPTED OR ERROR-FREE MANNER OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. USE OF INFORMATION OBTAINED FROM OR THROUGH THE SITE IS AT YOUR OWN RISK.

WITHOUT LIMITING THE FOREGOING, HMS DOES NOT WARRANT THAT (A) THE SITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE SITE WILL BE FREE OF OUTAGES, INTERRUPTIONS, DELAYS, SECURITY FLAWS, AND ERRORS, (C) THE INFORMATION OBTAINED FROM THE SITE WILL BE ACCURATE, COMPLETE, CURRENT, ERROR-FREE, COMPLETELY SECURE OR RELIABLE, (D) THAT YOU WILL BE ABLE TO TRANSMIT OR RECEIVE INFORMATION FROM OR THROUGH THE SITE OR (E) THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED.

### **Limitation of Liability**

EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCE, IN NO EVENT SHALL HMS OR USER OR EITHER OF THEIR AFFILIATES, SHAREHOLDERS, OFFICERS, EMPLOYEES OR MEMBERS OF THEIR GOVERNING BOARDS, OR ANY HMS FACULTY MEMBER OR STUDENT, BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER IN CONNECTION WITH CLAIMS ARISING UNDER OR RELATING TO THESE TERMS OR THE SITE, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL NOT APPLY TO CLAIMS BY HARVARD (INCLUDING CLAIMS FOR INDEMNIFICATION) ARISING UNDER OR RELATED TO (i) USER'S OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION OR USE OF HARVARD NAMES, (ii) USER'S WARRANTIES AND AGREEMENTS AS TO RIGHTS IN WORK AND WORK PRODUCT AND NON-INFRINGEMENT, OR (iii) ANY CLAIM BY A THIRD PARTY. THIS PARAGRAPH SHALL NOT LIMIT EITHER PARTY'S LIABILITY FOR FRAUD OR ANY MATTER THAT CANNOT BE SO LIMITED UNDER APPLICABLE LAW.

### **Honor Code**

You agree to abide by The Honor Code which states: Members of the Harvard community commit themselves to producing academic work of integrity that is, work that adheres to the scholarly and intellectual standards of accurate attribution of sources, appropriate collection and use of data, and transparent acknowledgement of the contribution of others to their ideas, discoveries, interpretations, and conclusions. Cheating on exams or problem sets, plagiarizing or misrepresenting the ideas or language of someone else as one's own, falsifying data, or any other instance of academic dishonesty violates the standards of our community, as well as the standards of the wider world of learning and affairs.



## **Termination of Rights**

You agree that: HMS, in its sole discretion, may terminate your use of the Site or your participation in an online course activity, for any reason or no reason and at any time; HMS shall not have any liability to you for the termination; and that you are not entitled to any course credit or to any student or academic grievance procedures in connection with such a termination.

## **Consumer Notice**

If you have any questions regarding services provided through the Site, you may contact [ceprograms@hms.harvard.edu](mailto:ceprograms@hms.harvard.edu).

## **Use of Name**

You shall not use the name "Harvard" (alone or as part of another name, and in any language) or any logos, seals, insignia or other words, names, symbols, images or devices that identify Harvard or any Harvard school, unit, division or affiliate ("Harvard Names") for any promotional purpose or any other purpose except as expressly provided in these Terms, or with the prior written approval of, and in accordance with restrictions required by, Harvard. You shall not register any Harvard Name in any jurisdiction as a trademark, service mark, domain name, trade name, business or company name or otherwise. Without limiting the foregoing, you shall cease any use of Harvard Names authorized under these Terms upon the termination or expiration of this Agreement.

## **Indemnification**

You agree to indemnify and hold Harvard and its affiliates, employees, faculty members, students, members of its governing boards and agents harmless from and against any claims, losses, liabilities, damages, costs and expenses including reasonable attorneys' fees arising out of or relating to your breach or alleged breach of any warranty or other provision of these Terms, or any other negligent or wrongful act or omission arising out of, resulting from or in any way related to your participation in an online course, use of the Site, or placement of any content onto a Site. You shall not be obliged to pay or indemnify any settlement amount unless you have consented to the settlement, such consent not to be unreasonably withheld.

## **Copyright Complaints**

All Site users must respect the copyrights in works that are accessible through computers connected to the Site or the Harvard network. Harvard prohibits the use of the Harvard network for illegal activities. Federal copyright law prohibits the reproduction, distribution, public display or public performance of copyrighted materials without permission of the copyright owner, unless fair use or another exemption under copyright law applies. In appropriate circumstances, HMS will terminate the Site or network access of users who are found to have repeatedly infringed the copyrights of others, and may also take disciplinary action.

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## **Notices**

Any notice permitted hereunder shall be sufficiently given if delivered in person, or sent by email, fax (with the original sent promptly by ordinary mail), or by registered or certified mail, postage prepaid, or by recognized overnight delivery service, to the address of the applicable party as first set forth above, and such notice shall be deemed to have been given when so delivered, sent by telecopy or mailed. By such notice either party may change its address for future notices. The Site may also provide notices of changes to these Terms or other matters by displaying notices or links to notices to you on the Site.

## **Waiver**

Any waiver by HMS of a breach of any provision of these Terms shall not be deemed a waiver of any subsequent breach. No delay or omission in the exercise or enforcement of any right or remedy provided in these Terms or by law by HMS shall be construed as a waiver of such right or remedy.

## **Severability**

In the event that any provision of the Terms shall be held invalid by any court, the remainder of the Terms shall remain in force unless the invalid provision materially affects the rights of the parties.

## **Entire Agreement**

These Terms of Service together with any applicable Harvard and Harvard Medical School policies contain and constitute the entire agreement between the parties with respect to the Terms and supersedes and cancels all previous negotiations, agreements, commitments, and writings in connection herewith.

## **Contacting Harvard**

Please contact HMS with any questions at [ceprograms@hms.harvard.edu](mailto:ceprograms@hms.harvard.edu)

If you are a person with a disability under the Americans with Disabilities Act (ADA) and require an accommodation in order to access the Site, please contact [ceprograms@hms.harvard.edu](mailto:ceprograms@hms.harvard.edu) to request such an accommodation.