Terms and Conditions

These Terms and Conditions contained herein on Population Health Logistics (referred to herein as “PHL”), shall govern your use of PHL, including all pages within PHL. These Terms apply in full force and effect to your use of PHL, and by using PHL, you expressly accept all terms and conditions contained herein in full. You must not use PHL if you have any objection to these Terms and Conditions.

1. Privacy Policy

Before continuing to PHL, it is advised that you read our privacy policy regarding the collection, use, communication, and disclosure of personal information. By using PHL, you agree to the collection and use of your personal information in accordance with this policy.

2. Security, Privacy, and Customer Data

a. Security – We maintain technical and organizational measures, internal controls, and data security protocols intended to protect your data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction.

b. Privacy and Data Location – We treat your data in accordance with the Terms herein and our Privacy Policy. You will obtain any necessary consent or rights from end users or other whose data or personal information or other data you will be hosting in PHL.

c. Rights to Provide Customer Data – You are solely responsible for your Customer Data (data). You must have, and you hereby grant us, sufficient rights to use and distribute your data necessary for us to host your data in PHL without violating the rights of any third party, or otherwise obligating Preferred Population Health Management, LLC to you or any third party. All use of your data by Preferred Population Health Management, LLC is for your benefit, and to maintain, modify, and improve PHL. The data you store in PHL must have been obtained legally, and must not be infringing on any third party’s rights. Preferred Population Health Management, LLC reserves the right to remove any of your data from PHL at any time, and for any reason, without notice.

d. Ownership of Customer Data – You retain all right, titles, and interest in and to your Customer Data.

e. Use of Customer Data – We will use your data as it is hosted in PHL. This use may include troubleshooting to prevent, find, and fix problems within the operation of PHL and ensuring compliance with this Agreement. It may also include providing you with suggestions to help you learn and use functionality within PHL, improving the features of PHL, and otherwise use patterns, trends, and other statistical data derived from your data to provide, operate, maintain, and improve PHL and our services to you.

f. Customer Data Return and Deletion – You may delete your data from PHL at any time. If you terminate your account, we may delete your data without any retention period. We have no additional obligation to continue to hold, export, or return your data and have no liability for deletion of your data pursuant to these Terms.

g. Compliance with the Law – We will comply with all laws applicable to our facilitating, maintaining, and providing services via PHL, including applicable security breach notification laws, but not including any laws applicable to you or your industry that are not generally applicable to information technology service providers. You will comply with all laws
applicable to your Customer Data, and the use of PHL, including any laws applicable to you or your industry.

h. Claims of Infringement – We will inform you if we receive notice claiming that your usage of PHL infringes a third party’s intellectual property rights, and in such instances, we may provide your basic contact information to the third party.

3. Restrictions and Responsibilities

By using PHL, you are expressly consenting to adhering to the following restrictions:

- Publicly Performing and/or Showing any confidential PHL Material
- Using PHL Contrary to Applicable Laws and Regulations, or in a Way That Causes, or May Cause, Harm to PHL, or to any Person or Business Entity
- Selling, Sublicensing, and/or Otherwise Commercializing any PHL Material
- Using PHL in any way That is, or May be, Damaging to PHL
- Using PHL to Engage in any Advertising or Marketing Without Explicit Authorization from Preferred Population Health Management, LLC

Certain areas of PHL are restricted from access by you and Preferred Population Health Management, LLC may further restrict access by you to any areas of PHL, at any time, in its sole and absolute discretion. Any Login ID and Password you may have, be given, or use for PHL are confidential and you must maintain confidentiality of such information.

Responsibility for Your SuperAdmin Account – You are responsible for: any and all activities that occur under your account; maintaining the confidentiality of any non-public authentication credentials associated with your use of PHL; and promptly notifying our customer support team about any possible misuse of the user accounts under you or authentication credentials, or any security incident related to PHL.

4. Disclosure of Your Customer Data

We will not disclose your Customer Data to a third party (including law enforcement, other government entity, or civil litigant, but excluding our contractors) except as you direct or unless required by law. If Preferred Population Health Management, LLC receives a request to disclose any of the confidential information you store in PHL through oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or other similar process, we shall promptly provide written notice to you detailing the confidential information that is being requested and the circumstances of the request. You are responsible for responding to requests by a third party regarding your use of PHL.

5. Limitation of Liability

In no event shall Preferred Population Health Management, LLC, nor any of its employees, executives, or contractors, be liable to you for anything arising out of or in any way connected with your use of PHL, whether such liability is under contract, tort, or otherwise. Preferred Population Health Management, LLC, including its employees, executives, and contractors shall not be liable for any indirect, consequential, or special liability arising out of or in any way related to your use of PHL.
6. Disclaimer of Warranties

Preferred Population Health Management, LLC provide PHL “as is,” “with all faults” and “as available.” You assume the risk of using PHL. We provide no warranties, guarantees or conditions, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose and non-infringement. You may have additional rights under your local laws which this Agreement cannot change. These disclaimers will apply to the fullest extent permitted under applicable law, including application to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Preferred Population Health Management does not control, review, revise, endorse, or accept responsibility for any third party content, information, messages, or materials accessible from or linked through PHL, and, except as warranted in a separate agreement, Preferred Population Health Management, LLC makes no representations or warranties whatsoever about and shall not be responsible for any of the foregoing. Any dealings with third parties you do at your own risk.

7. Indemnification

You hereby indemnify to the fullest extent Preferred Population Health Management, LLC from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney’s fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. Variation of Terms

Preferred Population Health Management, LLC is permitted to revise these Terms at any time as it sees fit, of which you will be promptly notified, and by using PHL you are expected to review such Terms on a regular basis to ensure you understand all terms and conditions governing PHL.

9. Entire Agreement

These Terms, including any legal notices and disclaimers contained on PHL, constitute the entire agreement between Preferred Population Health Management, LLC and you in relation to your use of PHL, and supersede all prior Terms and Conditions agreements and understandings with respect to the same.

10. Governing Law & Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Indiana, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Indiana for the resolution of any disputes.