

## **OASIS<sup>SM</sup> Online Analysis and Statistical Information System<sup>SM</sup> User Agreement**

**Preamble.** The Online Analysis and Statistical Information System<sup>SM</sup> (“OASIS”) has been developed by The Health Foundation of Greater Cincinnati (also referred to as “we” or us”) and is being made available free of charge to users to provide improved access to certain publicly released health and social science data and to facilitate the analysis and other reorganization and use of this data for planning, statistical analysis and the creation of reports related to health and social welfare.

**De-identification of Data.** The Health Foundation of Greater Cincinnati and the other providers of data for OASIS have made commercially reasonable efforts to protect against the disclosure of the identity of individuals or entities that might be the subject of the data. Furthermore, we, including our data providers, have used commercially reasonable efforts to omit characteristics that might lead to identifications of such individuals or entities. Nevertheless, it may be possible in a rare instance, through complex analysis, and/or with outside information, to ascertain from certain of the data the identity of particular individuals or establishments.

### **Your Agreements as a User of OASIS.**

**Privacy of Others.** As a registered user of OASIS, you agree to use data from OASIS for the purposes of planning, statistical analysis and the creation of reports related to health and social welfare.

Further, you agree to not use, attempt to use or permit others to use data from OASIS:

- \* To link the data from OASIS with individually identifiable records from any other data source;
- or
- \* To learn the identity of any individual or establishment included in any data.

If you should discover the identity of any individual or establishment inadvertently, you agree:

- \* To make no use of this knowledge;
- \* To promptly advise The Health Foundation of Greater Cincinnati of the incident;
- \* To safeguard or destroy the information that would identify an individual or establishment upon request by The Health Foundation of Greater Cincinnati; and
- \* To inform no one of the discovered identity.

**Disclaimer of Warranties and Limitation of Liability.** The Health Foundation of Greater Cincinnati and the other providers of data to OASIS have taken commercially reasonable steps to confirm the reliability of the information contained in OASIS. Notwithstanding the foregoing, you agree that The Health Foundation of Greater Cincinnati DOES NOT guarantee the completeness, accuracy, timeliness or the results obtained from the use of OASIS and is providing OASIS and all data contained therein “AS IS” and without warranties of any kind, express or implied. Further, we do not guarantee continuous, uninterrupted or fail-safe and secure access to OASIS. The Health Foundation of Greater Cincinnati SPECIFICALLY

DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO OASIS, THIS WEBSITE AND ANY SERVICES PROVIDED THROUGH THIS WEBSITE.

**Assumption of Risk.** You agree that your use of OASIS and all data obtained from OASIS is at your own risk and that none of The Health Foundation of Greater Cincinnati, any providers of data to OASIS nor any of their affiliated entities, officers, directors, agents or employees will be liable for any decision made or action taken in reliance on data or information from OASIS or for any consequential, indirect, special or similar damages arising out of your use of OASIS, even if advised of the possibility of such damages. You further agree that neither The Health Foundation of Greater Cincinnati nor any of its affiliated entities, officers, directors, agents or employees will be liable for any technical, hardware, or software failure of any kind, any interruption in the availability of OASIS, any delay in operation or transmission, any incomplete or garbled transmission, or any computer virus, loss of data, or similar loss.

**Availability of OASIS.** You agree that we may change, suspend or eliminate all or any aspect of OASIS at any time, including the availability of any product, service, feature or data provided through OASIS. You agree that we may terminate your access to OASIS at any time in our discretion.

**System Integrity.** You agree not to use any software, scheme, or device to interfere or attempt to interfere with the proper working of OASIS.

**Copyright and Use of Materials.** OASIS and the information and materials on this website and accessible through OASIS are owned by The Health Foundation of Greater Cincinnati and other third parties and are protected under United States copyright laws and international treaties. You may use OASIS and copy, distribute, transmit, reuse, report or use the information and materials provided through OASIS for the purposes of planning, statistical analysis and the creation of reports related to health and social welfare. When using information and materials from this website and/or OASIS as provided for in this user agreement, you must cite this website and/or OASIS as your source of information. The proper format for citing this website and/or OASIS can be found at the following link: \_\_\_\_\_.

**Compliance with Laws.** You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of this website, OASIS and the services provided through this website.

**Governing Law.** You agree that this user agreement is governed by the laws of the state of Ohio, excluding any application of conflicts of laws rules or principles.

**Entire Agreement; Amendment.** This user agreement constitutes the entire agreement between us regarding this website and OASIS, and it supersedes all other prior agreements and understandings between us, both written and oral.

**Survival.** Your agreements and obligations as provided in this user agreement will continue and survive your or our termination of this agreement or your access to this website or OASIS.

I Accept

I Do Not Accept. I will immediately discontinue use of this website and OASIS.

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