



PHLEBOTOMY CHANNEL

ON LINE • ON DEMAND • ON THE MARK

Streaming Video Terms of Use

Revised 4/29/2016



FBI Anti-Piracy Warning: The unauthorized reproduction or distribution of a copyrighted work is illegal. Criminal copyright infringement, including infringement without monetary gain, is investigated by the FBI and is punishable by up to five years in federal prison and a fine of \$250,000.

Definitions:

"Video"— Any content streamed via the Internet, either through the Phlebotomy Channel (PCTV) web site or external to the Phlebotomy Channel web site via code provided by the Center for Phlebotomy Education, including but not limited to training videos, archived webinars, and archived lectures.

"Supportive Material"— handouts in PDF format and online quizzes in the nature of continuing education materials supplementing the Video.

"Academic Institution"— Academic program(s) conducted on one or more campuses of a single academic institution within a legally-defined metropolitan area or county. Campuses of an academic institution located in different legally-defined metropolitan areas or counties are considered separate and distinct academic institutions under this definition.

"Healthcare Facility"— a single physical structure providing healthcare services and/or clinical laboratory testing, including off-site facilities staffed by employees of the healthcare facility who perform blood collection procedures but not clinical laboratory testing on behalf of and upon request by the healthcare facility or clinical laboratory.

"Commercial Distributor"—any business, agency, organization, institution, or corporation that makes the Video available to clients (see "Clients") for their own personal, non-business use with whom they have established or are pursuing a financial transaction contingent upon providing access to the Video.

"Clients"—individuals who are provided with access to Videos by a Commercial Distributor, and who are neither students nor employees of the Commercial Distributor, but with whom the individual(s) has/have completed a financial transaction contingent upon providing access to the Video for personal non-business use.

"Representative"— employee of a corporation or organization whether located regionally (e.g., at corporate headquarters), nationally, or internationally (e.g., members of a sales team).

"Local-Access Subscription"— Authorized access by students and instructors of an Academic Institution or employees and educators of a Healthcare Facility to the Content for which payment to the Center for Phlebotomy Education has been remitted.

"Content" — Videos (as defines above under "Videos), web pages, and Supportive Material posted on the Phlebotomy Channel (PCTV) web site or made externally accessible to subscribers and licensees.

"VPN License" — permission to post code and/or Supportive Material provided by the Center for Phlebotomy Education on the subscriber's secure, password-protected server accessible only by verifiable employees or students subject to the expiration of the subscription.

Content

All Content is protected by United States copyright law and may not be reproduced, distributed, transmitted, displayed, or otherwise published or disseminated without the prior written permission of the Center for Phlebotomy Education, Inc. (CPE). Purchase of a non-exclusive, non-transferable license (the "License") is required for a permitted user to access and view each Video and for a permitted user to access related Supportive Material. Such License shall be granted by CPE to Licensee on the terms specifically established herein only upon payment by Licensee of the license fees specified on the Invoice or receipt generated by CPE, at the time of purchase.

The Invoice or Receipt shall constitute proof of the payment for the License and, accordingly, lawful access by the Licensee and permitted users to access Content on the terms specified under these Terms of Use and in the License. All Content contained therein (and related copyrights) is owned exclusively by CPE or its contracted contributor(s), and is protected by U.S. and international copyright laws. All intellectual property rights to the Content, including the rights to reproduce, transmit, and distribute Content, are reserved exclusively to CPE. The medium through which each Video is delivered (i.e., PCTV) is also the intellectual property of CPE, and CPE reserves the right to terminate or prevent access to PCTV in the event of a violation of the Terms of Use or of the License.

Scope of Phlebotomy Channel Single-view Subscription

Access to Content for single-viewing within the limitations established herein requires purchase of a Single-View License. CPE grants single-view subscribers a license to access one or more Video(s) and Supportive Materials (as defined herein) for one-time viewing by one or more verifiable students or employees of the subscribing Healthcare Facility or Academic Institution or clients of the subscribing Commercial Distributor (as defined herein) **according to the geographic limitations as defined**. Single-view subscribers are entitled to view the Video from one computer and to print and provide copies of Supportive Material to others viewing the corresponding Videos from the same computer at the same time. The Supportive Material is for the personal use of the subscriber and the subscriber's verifiable employee(s) and/or student(s), and Supportive Materials shall not be excerpted or incorporated into subscriber's publications, databases, or software programs. A Single View License expires after the Video has been viewed in its entirety. Recording, reproduction, duplication, copying, distributing, republishing, translating, downloading, or publicly displaying Videos or Supportive Materials is not permitted except as specifically permitted herein. Providing access to Videos or Supportive Materials to any third party is not permitted. Video(s) shall not be made accessible remotely to one or more remote computers through file sharing, virtual private networks (VPN), shared servers, remote desktops, or other web-based network connectivity platforms, whether in existence currently or later developed. The information contained in the Supportive Material is for the personal use of the subscriber and may not be excerpted or incorporated into publications, databases, or software programs. Unauthorized access to Videos or Supportive Material may result in cancellation of the password and login at CPE's discretion, and without refund, for the unused balance of the subscription period, and without waiver of CPE's right to seek available remedies under applicable law.

Scope of Phlebotomy Channel Institutional Subscription

Access to Content facility-wide within the limitations established herein requires purchase of an institutional subscription. CPE grants institutional subscribers an Institutional License to access Video(s) and their corresponding Supportive Materials to verifiable students or employees of the subscribing Healthcare Facility or Academic Institution **according to the geographic limitations as defined**. Verifiable employees and students of the institutional subscriber are entitled to view the Video(s) licensed and to print and provide copies of Supportive Material to viewers of the corresponding Video. Recording, reproduction, duplication, copying, distributing, republishing, translating, downloading, publicly displaying or providing access to Videos or Supportive Material to non-subscribing Academic Institutions or Healthcare Facilities by any means is not permitted. Video(s) are not to be made accessible remotely to one or more remote computers through file

sharing, virtual private networks (VPN), shared servers, remote desktops, or other web-based network connectivity platforms, whether in existence currently or later developed without the purchase of a VPN License. The information contained in the Supportive Material is for the personal use of the subscriber and the subscriber's verifiable employee(s) and/or student(s) and may not be excerpted or incorporated into publications, databases, or software programs. Unauthorized access to Videos or Supportive Material may result in cancellation of the password and login at CPE's discretion without refund for the unused balance of the subscription period.

Scope of Phlebotomy Channel Corporate Subscription

Access to Content to verifiable employees, students or clients corporate-wide within the limitations established herein requires purchase of a corporate subscription. CPE grants permission to corporate subscribers a Corporate License to access one or more Video(s) and Supportive Material to 1) verifiable employees within a corporation, 2) students within the academic system, or 3) clients of a Corporate Distributor **regardless of their employees' or students' geographic location**. Verifiable employees of a corporate subscriber are entitled to view the Video(s) licensed and print copies of corresponding Supportive Material. Recording, reproduction, duplication, copying, distributing, republishing, translating, downloading, publicly displaying or providing access to non-subscribing corporations, Academic Institutions, or Healthcare Facilities by any means is not permitted. Video(s) are not to be made accessible remotely to one or more remote computers through file sharing, virtual private networks (VPN), shared servers, remote desktops, or other web-based network connectivity platforms, whether in existence currently or later developed without the purchase of a VPN License. The information contained in the Supportive Material is for the personal use of the subscriber and the subscriber's verifiable employee(s) and/or student(s) and may not be excerpted or incorporated into publications, databases, or software programs without purchase of a VPN license. Unauthorized access to Videos or Supportive Material may result in cancellation of the password and login at CPE's discretion without refund for the unused balance of the subscription period.

Virtual Private Network (VPN) License

A VPN license provides permission to post player code, but not the video file itself, of one or more Videos and/or Supportive Material provided by the Center for Phlebotomy Education on the subscriber's secure, password-protected server accessible only by verifiable employees or students subject to the expiration of the subscription. By embedding the player code, viewers are able to view the Videos to which access has been purchased from the subscriber's own private secure server without requiring the Video file itself.

CPE provides a non-transferrable right to use the code during the duration of the subscription exactly as provided for the exclusive purpose of viewing Videos according to the terms of this agreement. Any manipulation, modification, editing, duplication, and distribution of this code by any means is strictly prohibited. Upon the termination or expiration of the subscription, the licensee is required to permanently remove and delete the code in all forms and from all devices, servers, and electronic storage/retrieval systems within 2 business days.

CPE makes no representation about the suitability of this source code for any purpose. It is provided "as is" without express or implied warranty of any kind. CPE disclaims all warranties with regard to this source code, including all implied warranties of merchantability and fitness for a particular purpose. In no event shall CPE be liable for any special, indirect, incidental, or consequential damages, or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of this source code.

Logins and Passwords

Administrative logins and passwords of a Healthcare Facility, Academic Institution and Commercial Distributor are not to be shared with employees, students or Clients. Employees, students and Clients may only access PCTV with the login and sharing password designated as such in the Phlebotomy Channel's administrative interface. Login and sharing passwords are not to be shared or otherwise provided to employees, students or Clients at non-subscribing Healthcare Facilities, Academic Institutions, or Commercial Distributors. A link to the PCTV login page may be incorporated into a password-protected virtual private network or intranet for remote access by verifiable employees of the subscribing Healthcare Facility, verifiable students of the subscribing Academic Institution, and verifiable clients of the Commercial Distributor within the limits set forth under "Definitions." Unauthorized access may result in cancellation of the password and login at CPE's discretion without refund for the unused balance of the subscription period.

Disclaimer of Liability

Healthcare is an ever-changing science. As new research and clinical experience broadens our knowledge, changes in procedures are required. The authors of all material posted on PCTV have checked with sources believed to be reliable at the time of creation of the material in their efforts to provide information that is complete and generally in accord with the standards accepted at the time of first publication on PCTV. Though CPE endeavors to make available content that reflects currently acceptable standards, neither CPE nor the authors, editors, contributors, or any other party who has been involved in the preparation or publication of content on PCTV warrant that the information contained herein is in every respect accurate or complete, and each hereby disclaims responsibility for any errors or omissions or for the results obtained from the use of information contained in PCTV content. Subscribers and users accessing PCTV content are encouraged to confirm the information contained therein with other sources before applying information provided.