



PHLEBOTOMY CHANNEL

ON LINE • ON DEMAND • ON THE MARK

Streaming Video Terms of Use

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Definitions:

"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.

"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.

"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.

"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.

"Corporate" ---A business entity that employ personnel in multiple metropolitan areas or counties without a physical structure in any or all metropolitan areas in which their personnel provide services.

"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.

"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.

"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).

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

“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.

“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.

The platform

The Phlebotomy Channel technology (the “Platform”) is comprised of both internal and proprietary Systems designed and intended for streaming videos and delivering supportive material. The Center for Phlebotomy Education, Inc. (CPE) has ownership of the aforementioned Systems, and possesses the necessary rights for its use to fulfill its obligations in this Agreement.

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Corporate Distribution Subscribers are required to bring these terms to the attention of their Client(s) and secure written agreement to abide by these terms.

Virtual Private Network (VPN) License

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