

## Members Only Section -- Statement of Terms and Conditions of Use

The North Carolina Association of Free and Charitable Clinics ("NCAFCC") is providing this NCAFCC Members Only Section ("Section") as a benefit for NCAFFC members only. If you are not a user authorized by the member clinic to access this Section, you are prohibited from accessing this Section and from reading, printing, retaining, copying or disseminating any information contained with this Section. The terms "you", "user" or "member" shall refer to NCAFCC clinic members and persons authorized by these Terms such clinic member to access and use this Section unless the context indicates otherwise.

By accessing the Section, you agree to this Statement of Terms and Conditions of Use ("Terms"). Failure to comply with the Terms may result in NCAFCC restricting access to any member clinic or to anyone otherwise authorized by a member clinic to use this Section. A member clinic may only authorize its paid employees, independent contractors, or volunteer health care providers to access this Section; no other authorization is permitted.

The Section is provided as a privilege and therefore NCAFCC may act, in its discretion, to change the Terms at any time, restrict use of the Section by any member clinic or any person, take down or delete any posting to the Section, or to discontinue the Section.

NCAFCC makes no representation or warranty whatsoever regarding the completeness, quality, or adequacy of the content contained on the Section. By using the Section, you assume the risk that the content may be inaccurate, incomplete, or offensive or that the information may not meet your needs or requirements. The views, statements and positions that may be posted to this Section belong to those who made the posting and NCAFCC does not endorse any of such postings. While NCAFCC is under no obligation to you to do so, NCAFCC reserves the right to monitor all use of this Section for compliance with the Terms.

Members participating in the Section agree to use the Section in a lawful manner and in compliance with all state and federal laws, including without limitation, HIPAA. Members shall not disclose any confidential information of clinic patients or make any statements that could lead to the identification of any patient of any of member clinic.

Federal law prohibits any price fixing among two or more healthcare providers to raise, lower or stabilize fees, among other requirements. Members shall avoid all discussions concerning current or future fees or charges, or any other discussions or posting that is, or that may be perceived to be, any form of express or implied collective agreement that may be anti-competitive at any level. Any alleged violation of the Anti-Trust terms stated above shall be immediately reported to NCAFCC staff.

There is no anonymous posting or participation. The Section is self-policing. Members who access the Section and who find any alleged violation of these Terms or any abuses should attempt first to resolve and failing an adequate resolution, should notify NCAFCC staff.

Users shall not post or distribute any content, statements, documents, materials, and attachments that are defamatory, libelous, slanderous, or malicious against any person.

Adopted by NCACC on July 15, 2016.