

## **ROC COVID Terms of Use**

ROC COVID is a community health initiative for the reporting and tracking of symptoms associated with COVID-19 (hereinafter the “Program” or the “Chat Bot”) and is conducted by Finger Lakes Health Systems Agency, a New York domestic not-for-profit corporation doing business as “Common Ground Health” (hereinafter “Common Ground”) in collaboration with its clinical and public health partners: the University of Rochester, Rochester Regional Health, and the Monroe County Department of Public Health (hereinafter the “Collaborators”). The Program offers this website, mobile interface(s), and related services (“Services”) to you subject to your compliance with the terms, conditions, and notices (“Terms”) set forth below.

The Program gathers information on symptoms to help track the spread of the novel coronavirus for research and public health purposes. The Program and the Services are not related to the clinical activities provided by the University of Rochester, Rochester Regional Health, or the Monroe County Department of Public Health. The Program does not provide professional medical advice and does not create a relationship between you and a health care provider. ***If you have symptoms of the novel coronavirus or COVID-19, the disease caused by the novel coronavirus, please call your primary health care provider or a local urgent care center. If you have a health emergency, please dial 9-1-1 or visit your local emergency department.***

The Program uses browser “cookies” or web beacons to make the Program more useful to you.

### **Cookie Information**

Browser cookies are small data files placed in the device memory of users of our websites and mobile applications. Cookies help us to tailor the Services to be more helpful and efficient for you. A cookie consists of a unique identifier that does not contain information about you or your health history. The Program uses two types of cookies:

- Session cookies help customize your experience on our Services, by maintaining your signed-on status as you navigate through, and tracking your “click path” through our pages or screens. Session cookies are temporary, and expire after the session ends and you close your browser or mobile application.
- Persistent cookies remain on your hard drive after you’ve exited from our Services. If you’ve given us permission to send you information or reminders about our Services, we may place a persistent cookie on your device that will let us know when you come back to visit our website or mobile application.

We may also use cookies in combination with a “Web beacon”. Web beacons are small graphic files that are also used to understand how you are using the Services.

You may have software on your device that allows you to decline or deactivate cookies and beacons. If you do so, some features of the website or the mobile application may not work properly for you. For instructions on how to remove cookies from your device, go to your browser’s website for detailed instructions. Further information regarding cookies may be available on other websites or from your Internet service provider.

Upon accessing our Services, our server collects and stores some or all of the following usage data: (1) the domain name from which you access the Internet; (2) the date and time you access the site; (3) the pages and application screens you visit; (4) the address of the website from which you linked directly to us; (5) the name and release number of the web browser software, device details and operating system you are using; and (6) the IP (Internet Protocol) address of the mobile device or computer you are using. This information is used by the Collaborators for internal evaluation, quality control, forecasting coronavirus prevalence and spread, and other reasons deemed appropriate by Common Ground. Your continued use of the Services will be taken as consent to the collection, use and disclosure of the usage data described above.

### **Your Permission to use the Program**

Common Ground grants you limited personal permission to use the Program in accordance with these Terms. You agree not to transmit content that you do not have the right to transmit or that infringes the right of any party, and you agree to use the Services in compliance with all applicable laws. You understand that the Services may be subject to patent, copyright, trademark or other intellectual property protection and that the ownership of software and other intellectual property related to the Services, as well as the goodwill associated with it remains with Common Ground or its Collaborators. You agree that any improvements or other changes to the Services are the sole property of Common Ground or its licensors. Our permission for you to use the Program is limited. Any commercial use, such as selling content, creating course packs, or posting information elsewhere, is prohibited.

Our permission for you to use the Program and Service terminates immediately, without any further action by Common Ground, if you breach these Terms. You may not transfer or assign this permission to any other party.

The University of Rochester is the owner or licensee of all rights to certain portions of the Program, namely, the Chat Bot, its content, software, enhancements and related services. You have no right to such content, software or services if not expressly granted in these Terms. “Common Ground Health”, “University of Rochester”, “Rochester Regional Health”, and “Monroe County” and “Monroe County Department of Public Health”, and the logos or other proprietary marks of the Collaborators, their licensors and partners are trademarks of the Collaborators individually or their licensors and partners. No right, title or interest in those trademarks is granted you in these Terms.

The Program and related services are provided “As Is.”

SERVICES PROVIDED THROUGH AND INFORMATION CONTAINED IN THE PROGRAM ARE PROVIDED AS IS AND AS AVAILABLE. COMMON GROUND MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. FURTHER, COMMON GROUND DISCLAIMS ANY WARRANTY THAT THE PROGRAM WILL BE AVAILABLE AT ALL TIMES OR WILL OPERATE WITHOUT INTERRUPTION OR ERROR. COMMON GROUND MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY,

## COMPLETENESS OR SUITABILITY OF THE PROGRAM OR INFORMATION PROVIDED THROUGH THE PROGRAM.

You agree to be solely responsible for your use of the Program.

### **TCPA and Email Consent**

Notwithstanding any current or prior election to opt in or opt out of receiving SMS messages (including text messages) from Monroe County, its agents, representatives, affiliates, or anyone sending text messages on behalf of Monroe County, you expressly consent to be contacted by Monroe County, its agents, representatives, affiliates, or anyone sending SMS messages (including text messages) on its behalf for the purpose of sending you daily text messages reminding you to participate in the ROC COVID Daily Health Screening tool, at any telephone number or electronic address you provide or have provided. You agree Monroe County may contact you in any way, including SMS messages (including text messages), messages delivered using an auto telephone dialing system or an automatic texting system. You consent to receive SMS messages (including text messages), from Monroe County, its agents, representatives, affiliates or anyone sending messages on its behalf at the specific number(s) you have provided. You certify, warrant and represent that the telephone numbers that you have provided to us are your own contact numbers. You represent that you are permitted to receive text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using the telephone number you provided to us. Your cellular or mobile telephone provider will charge you according to the type of plan you carry; standard messaging charges and data rates apply. Message frequency is approximately once daily. You may email [help@roccovid.org](mailto:help@roccovid.org) for help or reply STOP to a text message or email [help@roccovid.org](mailto:help@roccovid.org) to unsubscribe. You also agree that Common Ground and the Collaborators may contact you by e-mail, using any email address you have provided to us or that you provide to us in the future.

### **Emergencies**

**THIS PROGRAM IS NOT AN EMERGENCY RESPONSE OR EMERGENCY MONITORING SERVICE AND ANY PERSON WHO IS AWARE OF AN EMERGENCY SITUATION OR BELIEVES THAT A PERSON MAY BE AT RISK OF INJURY OR DEATH OR WHO MAY HARM THEMSELVES OR ANOTHER PERSON SHOULD DIAL “911” OR AN APPROPRIATE EMERGENCY RESPONDER. NEITHER COMMON GROUND NOR COLLABORATORS ARE UNDER ANY OBLIGATION TO MONITOR OR RESPOND TO COMMUNICATIONS MADE TO THIS WEBSITE.**

### **Age Limitations**

Some of the content on this website may not be appropriate for children. Children under the age of 18 are not permitted to use the Program. If you are under 18, you must not use the Chat Bot or attempt to register for the Program and you must not send any information about yourself to us. In the event that we learn that we have collected Personal Information from a person under age 18, we will delete that information. Common Ground and the Collaborators hereby disclaim all liability for use by individuals under the age of 18.

### **Information on this Website is Not Professional Advice**

All data, information, text, graphics, links, and other material in the Program are provided as an educational public health service. The information provided on this Program is for general informational and educational purposes only. The information provided on the Program is not intended to serve as medical or other professional advice and is not to be used for diagnosis or

treatment of any condition or symptom. Information provided on this Program does not constitute the provision or practice of medical or professional health care advice or services by Common Ground or any provider or licensor of Program content. The Program functionality has not been approved by the Food and Drug Administration and has not been proven effective to screen, diagnose, or assess individual risks for COVID-19. You should consult your physician or other qualified health care provider regarding any specific questions you may have. You should never disregard professional advice or delay in seeking treatment based on the information contained in this Program or other websites linked to or from it.

### **Restricted Use**

You may use this Program only to the extent that you obey all laws, rules, and regulations applicable to your use of this Program.

### **Your Privacy**

Upon acceptance of these Terms you confirm that you have read, understood, and accepted the Privacy Policy.

### **These Terms are Governed by New York Law**

These Terms of Use and the Privacy Policy shall be governed by and construed in accordance with the laws of the State of New York, United States of America, as such laws would apply to a contract fully negotiated, entered into, and performed in that state.

Any legal action against Common Ground or any of the Collaborators must be brought in the State of New York.

You agree that the state or federal courts located in or serving Monroe County, New York, United States of America, shall have exclusive jurisdiction and venue over any action arising out of or relating to these Terms or your use of the Program. You waive any claim that a court located in or serving Monroe County, New York, United States of America, lacks personal jurisdiction over you, is an improper venue, or is an inconvenient forum.

### **Other Miscellaneous Provisions**

These Terms constitute the entire understanding between you and Common Ground regarding your use of the Program. No modification or attempted modification of these Terms by you shall be binding on Common Ground or any of the Collaborators unless made in writing and physically signed by an authorized representative of Common Ground and each of the Collaborators. The Collaborators may modify these Terms at any time.

Notices sent to you by Common Ground or any Collaborator in connection with these Terms or your use of the Services may be delivered to you by electronic mail or a general notice on the Services. You may give notice to the Collaborators at any time by providing correspondence via electronic mail to [info@commongroundhealth.org](mailto:info@commongroundhealth.org) and by mailing such correspondence by first class postage prepaid U.S. mail or overnight courier to the following address:

Common Ground Health  
1150 University Ave.  
Rochester, NY 14607

These Terms are severable to the extent any term is deemed invalid, illegal or unenforceable.

The failure of Common Ground or any Collaborator to enforce any provision of these Terms shall not be deemed a waiver of that or any other provision of these Terms.

These Terms are effective as of June 2, 2020. Common Ground and the Collaborators may update these Terms from time to time. We encourage you to check this page for any new versions of the Terms. Even if we do not notify you, it is your obligation to check the Terms for changes. Your use and continued use of the Program and related services reflects your agreement to these Terms and any modifications of these Terms made by Common Ground or the Collaborators.

ROC COVID Terms of Use version 1.1, effective June 2, 2020

**Version History**

ROC COVID Terms of Use version 1.1, effective June 2, 2020

ROC COVID Terms of Use version 1.0, effective May 1, 2020