

ASSESSMENT CENTER TERMS AND CONDITIONS

Last Updated 1/21/2011

You understand and agree that the services that Northwestern University – Department of Medical Social Sciences (NU-MSS) provides to you through the Assessment Center websites are subject to the following Terms and Conditions (TAC). NU-MSS reserves the right to update the TAC at any time. Changes in the TAC will apply to new users and to new projects created by existing users after these changes are posted. The most current version of the TAC can be reviewed by clicking on the "Terms and Conditions" hypertext link located on the Assessment Center Home page.

DESCRIPTION OF SERVICES.

Assessment Center provides you with access to a variety of resources, including survey measures, study administration, data management, and storage of statistical analysis results (collectively, the "Services"). The Services, including any updates, enhancements, and/or new features are subject to the TAC, and your use of the Services constitutes acceptance of all terms and conditions set forth in the TAC.

PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

NU-MSS is committed to protecting your privacy. This NU-MSS Online Privacy Statement applies to data collected by NU-MSS through the majority of its websites and services, as well as its offline product support services.

Collection of Your Personal Information

At some NU-MSS sites, we ask you to provide personal information, such as your e-mail address, name, home or work address or telephone number. We may also collect demographic information, such as your ZIP code, age, or gender.

In order to access some NU-MSS sites or services, you will be asked to sign in with a login name and password, which we refer to as your credentials. By signing in on one NU-MSS site or service, you may be automatically signed into other NU-MSS sites and services.

We may collect information about your visit, including the pages you view, the links you click and other actions taken in connection with NU-MSS sites and services. Additionally, we collect certain standard information that your browser sends to every website you visit, such as your IP address, browser type and language, access times and referring Web site addresses.

Use of Your Personal Information

NU-MSS collects and uses your personal information to operate and improve its sites and deliver the services or carry out the transactions you have requested. These uses may include providing you with more effective customer service; making the sites or services easier to use by eliminating the need for you to repeatedly enter the same information; and performing research and analysis aimed at improving our products, services and technologies.

We also use your personal information to communicate with you. We may send certain mandatory service communications such as welcome letters, information on technical service issues, and security announcements.

Except as provided below, we will not disclose your personal information outside of NU-MSS and its controlled subsidiaries and affiliates without your consent. Some NU-MSS sites allow you to choose to share your personal information with select parties, including NU-MSS research collaborators.

We occasionally contract with other companies or governmental institutions to provide limited services on our behalf, such as providing customer support, conducting quality assurance, or performing statistical analysis of our services. Those companies will be permitted to obtain only the personal information they need to deliver the service. They are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose.

We may access and/or disclose your personal information if we believe such action is necessary to: (a) comply with the law or legal process; (b) protect and defend the rights or property of NU-MSS (including the enforcement of our agreements); or (c) act in urgent circumstances to protect the personal safety of users of NU-MSS services or members of the public.

Accessing your Personal information

You may have the ability to view or edit your personal information online. In order to help prevent your personal information from being viewed by others, you will be required to sign in with your credentials (user ID and password). The appropriate method(s) for accessing your personal information will depend on which sites or services you have used.

Security of Your Personal Information

NU-MSS is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access, which are located in controlled facilities.

A password is used to help protect your accounts and personal information. It is your responsibility to keep your password confidential. Do not share this information with anyone. If you are sharing a computer with anyone you should always choose to log out before leaving a site or service to protect access to your information from subsequent users.

NU-MSS websites may use "cookies" to enable you to sign in to our services and to help personalize your online experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies contain information that can later be read by a web server in the domain that issued the cookie to you. Cookies cannot be used to run programs or deliver viruses to your computer.

NU-MSS websites use cookies to store your preferences and other information on your computer in order to save you time by eliminating the need to repeatedly enter the same

information and to help restart online assessments (e.g., in the case of a power failure or loss of connection to the internet).

When you sign in to a site using your NU-MSS Assessment Center credentials, we store your unique ID number, and the time you signed in, in an encrypted cookie on your hard disk. This cookie allows you to move from page to page at the site without having to sign in again on each page. When you sign out, these cookies are deleted from your computer.

Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to sign in or use other interactive features of NU-MSS sites and services that depend on cookies.

Controlling "Spam" or Unsolicited E-mail

NU-MSS is concerned about controlling unsolicited commercial e-mail, or "spam." NU-MSS will not sell, lease or rent its e-mail subscriber lists to third parties. While NU-MSS continues to actively review and implement new technology, such as expanded filtering features, there is no currently available technology that will totally prevent the sending and receiving of unsolicited e-mail. Using junk e-mail tools and being cautious about the sharing of your e-mail address while online will help reduce the amount of unsolicited e-mail you receive.

Enforcement of this Privacy Statement

If you have questions regarding this NU-MSS Online Privacy Statement, you should first contact us by email at login.

Changes to this Privacy Statement

We will occasionally update this Privacy Statement to reflect changes in our services and customer feedback. When we post changes to this Privacy Statement, we will revise the "last updated" date at the top of this statement. If there are material changes to this Privacy Statement or in how NU-MSS will use your personal information, we will notify you either by prominently posting a notice of such changes prior to implementing the change or by directly sending you a notification. We encourage you to periodically review this Privacy Statement to be informed of any changes as to how NU-MSS is protecting your information.

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MEMBER ACCOUNT, PASSWORD, AND SECURITY.

You must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Assessment Center

administrators immediately of any unauthorized use of your account or any other breach of security. NU-MSS will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by NU-MSS or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any NU-MSS server, or the network(s) connected to any NU-MSS server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any NU-MSS server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

FURTHER RESTRICTIONS ON USE OF SERVICES

The Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are lawful and proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not engage in any of the following:

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- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any information or material, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or

distributed in such manner.

- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

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By posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these TAC including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission.

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