



CCHI Websites Terms of Use

Last Updated: 05/25/2018

This Terms of Use Agreement (the “Agreement”) is a legal agreement between you and the Certification Commission for Healthcare Interpreters (“CCHI,” “we” or “us”) governing your use of our websites: www.cchicertification.org, www.ceapcchi.org, <http://cchiinterpreters.org>, and our online application platform <https://cchi.learningbuilder.com> (the “Websites”).

By using or accessing the Websites or downloading materials from the Websites, you agree to be legally bound by this Agreement.

Updates to this Agreement

We may revise or otherwise change or update this Agreement. Please check the “Last Updated” legend at the top of this page to see when this Agreement was last revised. Changes will become effective immediately after they are posted. A current version of this Agreement showing the effective date is always available at this location. We encourage you to periodically review this Agreement to see if there have been any changes that may affect you. If you do not agree to this Agreement as modified, then you must discontinue your use of the Websites. Your continued use of the Websites will signify your continued agreement to this Agreement as it may be revised from time to time.

Authorized Use

While using the Websites, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use the Websites for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Websites or any other user’s use of the Websites. In addition, we expect users of the Websites to respect the rights and dignity of others. By way of example and not of limitation, you may not (and you expressly agree that you will not) do any of the following, which violate this Agreement:

- Post, upload, share, transmit, distribute, facilitate distribution of or otherwise make available to or through the Websites any unlawful, infringing, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar or otherwise objectionable material of any kind, including unauthorized or unsolicited advertising;
- Reproduce, duplicate or copy any portion of the Websites, except as authorized by this Agreement;
- Sell, resell or otherwise exploit for any commercial purposes any portion of, the use of or access to the Websites without the prior written consent of CCHI;
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Websites, or express or imply that we endorse any statement you make;
- Remove any copyright, trademark or other proprietary rights notice from the Websites or materials originating from the Websites;
- Violate or attempt to violate the security of the Websites;
- Disseminate on the Websites any viruses, worms, spyware, adware or other malicious computer code, file or program that is harmful, invasive or may or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Websites or to collect any information from the Websites or any other user of the Websites; or

- Assist or permit any persons in violating this Agreement or applicable statutes, orders, regulations, rules, and other laws governing the use of the Websites.

Intellectual Property Rights

All content (“Content”) available through the Websites is protected by copyrights, trademarks or other proprietary rights and laws. Except as set forth herein or otherwise agreed in writing by CCHI or other rights owner(s), the use of any Content available on the Websites is strictly prohibited.

You may use Content purposely made available by us for public use, provided that you (a) keep intact all copyright and other proprietary notices, (b) use such Content pursuant to any associated licenses, (c) make no modifications to the Content, and (d) do not make any additional representations or warranties relating to the Content on behalf of the CCHI.

Any rights not expressly granted herein are reserved.

User-Submitted Information

You are responsible for any Content you transmit through our Websites. You agree, represent and warrant that any Content you transmit through our Websites or to us is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such Content. You shall not upload, post or otherwise make available on or through the Websites any Content protected by copyright, trademark or other proprietary right of any third party without the express written permission of the owner of such right(s) or the authority to do so. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary rights, or any other harm resulting from such a submission.

We do not want you to, and you should not, send any confidential or proprietary Content to us unless specifically requested by us. Please note that any unsolicited Content sent to us will be deemed not to be confidential or proprietary.

By submitting Content, other than personally identifiable information, you grant to us (or warrant that the owner of such Content has expressly granted to us) a royalty-free, perpetual, irrevocable and unrestricted right and license (a) to use, reproduce, display, modify, adapt, publish, translate, transmit, distribute or otherwise make available to others such Content (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed; (b) to exercise all copyright, trademark, publicity, privacy and other proprietary rights with regard to such Content; and (c) to use your name, likeness and/or other biographical information in any and all media and/or communications. You also agree that we are free to use any ideas, concepts, know-how or techniques that you send to us for any purpose.

Secure User Accounts

Certain portions of our Websites are accessible only to users who have registered with the Websites and obtained login credentials (“Secure Users”), e.g. our online application platform <https://cchi.learningbuilder.com>. If you are a Secure User, you agree to accurately maintain and update any information about yourself and your account that you have provided to us.

You further agree that you are responsible for all activities that occur under your Secure User account. You are responsible for maintaining the confidentiality of your login credentials and you agree not to share your login credentials with any unauthorized parties. You also agree to notify us promptly of any unauthorized use of your login credentials or any other breach of security that you become aware of involving or relating to the Websites by emailing us at info@cchicertification.org.

We reserve the right to take any and all action we deem necessary or reasonable to maintain the security of the Websites and your account, including, without limitation, terminating your account, changing your password or requesting information to authorize transactions on your account. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Changes to the Websites

We may make improvements and/or changes to the Websites, add new features, or terminate the Websites at any time without notice. We also: (a) reserve the right (but have no obligation) to change the Content or other offerings on the Websites, at any time and from time to time without any notice or liability to you or any other person; and (b) do not warrant that information on the Websites is accurate, complete, reliable, current or error-free. Some jurisdictions may not allow the exclusions and disclaimers of certain implied warranties, so some of the provisions of this section may not apply to you.

Third-Party Content

Any information, statements, opinions or other Content provided by third parties and made available on our Websites are those of the respective author(s) and not the CCHI. We do not guarantee the validity, accuracy, truthfulness, completeness, reliability or usefulness of any information, statement, opinion or other Content on our Websites other than from an authorized CCHI representative acting in his or her official capacity. Under no circumstance will we be liable for any loss or damage caused, directly or indirectly, by your reliance on any such third-party Content.

Links to Third-Party Websites

We may provide on the Websites, solely as a convenience to users, links to websites operated by third parties. If you use these links, you will leave our Websites. If you decide to visit any linked website, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We do not make any warranty or representation regarding, or endorse or otherwise sponsor, any linked websites or the information appearing thereon or any of the products or services described thereon. Links do not imply that CCHI is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo or copyright symbol of CCHI. YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH WEBSITES AND RESOURCES.

Social Media Pages

We may maintain a presence on social media websites, including Facebook, YouTube, LinkedIn and Twitter (collectively, "Social Media Pages"), to provide a place for the public to learn more about CCHI and to share comments. All comments, visuals and other materials posted by visitors to our Social Media Pages do not necessarily reflect the opinions or ideas of CCHI. All visitors to our Social Media Pages must comply with the respective social media website's Terms of Use. We review some but not all postings to our Social Media Pages, and may remove postings that we determine are inappropriate or offensive.

Notice of Copyright Infringement

If you believe that any Content on the Websites infringes upon any copyright which you own or control, you may send a written notification, containing the information required under 17 U.S.C. §512(c)(3), to our Designated Copyright Agent as set forth below.

Designated Copyright Agent: Natalya Mytareva
Email: managing.director@cchicertification.org

If any user of the Websites is deemed to be a repeat copyright infringer, we will terminate such user's license to use the Websites.

Other Policies and Terms

This Agreement applies exclusively to your access to, and use of, the Websites and does not alter in any way the terms or conditions of any other agreement you may have with CCHI. Additional policies and terms may apply to use of all or portions of the Websites and are incorporated by reference into this Agreement. Please refer to and review all additional specific terms and conditions as applicable, including our Privacy Policy at www.cchicertification.org/privacy-policy/.

Termination

The Websites and this Agreement are in effect until terminated by us. In addition to any right or remedy that may be available to us under applicable law, we may suspend, limit or terminate all or a portion of your access to the Websites or any of its features at any time with or without notice and with or without cause, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. The provisions of this Agreement concerning authorized use, intellectual property rights, disclaimer of warranty, limitation of liability, and indemnity, as well as any other provisions that by their nature should survive, shall survive any such termination. You agree that if your use of the Websites is terminated pursuant to this Agreement, you will not attempt to use the Websites under any name, real or assumed. You further agree that if you violate this restriction after your use of the Websites is terminated, you will indemnify and hold us harmless from any and all liability that we may incur therefor. We reserve the right to have all violators prosecuted to the fullest extent of the law.

Child Privacy

If you are under the age of 18, please do not use or access the Websites. It is not our intention to collect or use personal information from anyone under 18 years of age, and we will not knowingly do so. If we are made aware that we have collected any personal information from children under the age of 18, and are asked to delete such information from our databases, we will promptly do so.

Disclaimer of Warranty

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, RELIABILITY OF, OR OTHERWISE RESPECTING THE CONTENT AVAILABLE ON THE WEBSITES OR ANY OTHER WEBSITES LINKED TO OR FROM THE WEBSITES. DOWNLOADING OR OTHERWISE OBTAINING ANY CONTENT THROUGH THE WEBSITES IS DONE AT YOUR OWN RISK. THE CONTENT OF THE WEBSITES IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

Limitation of Liability

CCHI AND EACH OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "RELEASEES") WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE WEBSITES, THE WEBSITES' CONTENT, OR LINKS, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, OR LINE FAILURES. RELEASEES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

RELEASEES WILL ALSO NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASEES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Indemnity

You agree to indemnify, defend and hold harmless CCHI and its directors, officers, employees, agents and contractors from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys' fees) or other expenses that arise directly or indirectly out of or from (a) your breach of any provision of this Agreement; (b) your activities in connection with the Websites; or (c) unsolicited information you provide to us through the Websites.

Consent to Communication

When you use the Websites or send communications to us through the Websites, you are communicating with us electronically. You consent to receive electronically any communications related to your use of the Websites. We may communicate with you by email or by posting notices on the Websites. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by submitting information to us, creating a Secure User account, or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our authorized agents may contact you at that address or number in a manner consistent with our [Privacy Policy](#).

Effect of Invalidity

In the event a court having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective.

Waivers

No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

International Users

The Websites are controlled, operated and administered by us (or our licensees or agents) from our offices within the United States of America and is not intended to subject us to the laws or jurisdiction of any state, country, or territory other than that of the United States. WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITES OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access the Websites do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws.

Choice of Law

You agree that any dispute in connection with the Websites, this Agreement or the [Privacy Policy](#) will be governed by the laws of the District of Columbia and the United States of America. You also consent to the adjudication of any disputes arising in connection with the Websites in the courts located in the District of Columbia.

Contact

If you have questions about this Agreement, or if you have technical questions about the operation of the Websites, please contact us here info@cchicertification.org.