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### SCOPE OF LICENSE

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You further agree that by using or accessing the Website, we or unaffiliated third parties or sponsors ("Third Parties") may contact you by telephone, email, or text messages (including by an automatic telephone dialing system), including for marketing purposes. You understand that you are not required to consent to receive such messages as a condition of purchasing any property, goods, or services. Third party messaging charges and rates may apply. You also understand that you may opt out of receiving messages from us at any time, by [info@ncpanet.org](mailto:info@ncpanet.org). We are not liable for any harm or damages related to the Third Parties, or any other transactions made with or information given in connection with the Third Parties. You should direct any complaints, claims, concerns, or questions to each Third Party, and carefully review the terms and conditions associated with each Third Party, as we do not control such Third Parties.

## **CMS MATTERS (AS APPLICABLE)**

**Notice:** Reporting through the PQRSwizard does not satisfy the clinical quality measure (CQM) component of the Medicare Electronic Health Record (EHR) Incentive Program. If you are interested in CQM reporting please contact us at **Busdev@CECity.com**.

**Attestation:** In order to be reimbursed by the Centers for Medicare & Medicaid Services (“CMS”) for your participation in the Physician Quality Reporting System (“PQRS”), you are required to submit to CECity.com an Attestation Form as part of the registration process. Such form is available on NCPA Learning Center. As described in such Attestation Form, by participating in PQRS, you are certifying and attesting, among other things, as follows:

- You give NCPA Learning Center permission to submit data you have entered into NCPA Learning Center to CMS on your behalf to be used in PQRS.
- You have authority to provide the information and you have taken appropriate steps to comply with all legal requirements applicable to transmission of patient information.
- The data provided is true and accurate to the best of your ability.
- The data you submit may be subject to validation by CMS or NCPA Learning Center, including submission of physical records upon request of CMS.

**CMS Payments:** IN CONNECTION WITH DATA BEING INPUT BY YOU INTO NCPA LEARNING CENTER FOR PQRS, YOU SHOULD BE AWARE THAT (a) THE SUBMISSION OF DATA VIA THE WEBSITE DOES NOT GUARANTEE THAT CMS WILL PAY AND (b) THE SUBMISSION OF DATA VIA THE WEBSITE DOES NOT GUARANTEE THAT YOU ARE ELIGIBLE FOR PAYMENT BY CMS, AS SUCH MATTERS ARE WHOLLY IN CONTROL OF CMS. NCPA LEARNING CENTER DOES NOT REVIEW OR APPROVE THE SUFFICIENCY OF ANY SUCH DATA. THE CALCULATION OF AND TRANSMISSION OF THE DATA THAT IS BEING SENT TO CMS MAY HAVE ERRORS AND NCPA LEARNING CENTER IS NOT RESPONSIBLE FOR ANY FAILURE OF PAYMENT OR INCORRECT PAYMENT.

**Disclaimer:** NCPA Learning Center will not, is not obligated to, and is not responsible for, reviewing the veracity, quality or accuracy of the data provided by you, and is the beneficiary of your promises in your Attestation Form, including those as to the accuracy of the data submitted by you. In no event shall NCPA Learning Center have any liability, to you or CMS or otherwise, with respect to any of the matters set forth in the immediately preceding sentence.

## **PRIVACY**

Your use of the Website is governed by our Privacy Policy and HIPAA Business Associate Addendum, which is incorporated into this Agreement by reference. By using the Website, you indicate that you understand and agree to the practices described in the Privacy Policy and HIPAA Business Associate Addendum. Our privacy policy and HIPAA addendum may be accessed by clicking on the “Privacy Policy” link at the bottom of any page of the Website or by clicking here: <http://NCPA Learning Center/privacy.aspx>

## **INFORMATIONAL NATURE OF THE SITE: NO MEDICAL ADVICE**

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If you think you may have a medical emergency, call your doctor or 911 immediately. NCPA Learning Center does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website.

#### **CHILDREN AND INTERNATIONAL USERS**

The NCPA Learning Center Website is designed for adults 18 years of age or older. Users under the age of 18 are not permitted to use the Website. By using the Website, you agree to provide NCPA Learning Center with accurate information concerning your age or identity as requested by NCPA Learning Center. You also agree not to assist children under the age of 18 in accessing the Website.

If you are not a U.S. resident, you may access the Website solely at your own risk and are responsible for compliance with local laws and regulations, if applicable. By disclosing your personal information to the Website, you consent to the uses of such information described in the Privacy Policy, located at <http://NCPA Learning Center/privacy.aspx>, and acknowledge that such disclosure and use shall be governed by the applicable law of the United States and the State of Pennsylvania and not the law of your home country. Do not disclose any personal information to the Website if you do not agree to the foregoing.

#### **PASSWORD AND SECURITY**

You are solely responsible for maintaining the confidentiality of any user name and password you use to access the NCPA Learning Center Website and are fully responsible for all activities that occur under your password or account. You agree (i) to notify NCPA Learning Center immediately of any unauthorized use of your password or account or any other breach of security and (ii) to ensure that you exit from your account at the end of each session. NCPA Learning Center cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

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This Website and its content (but not the content of third-party sites) are hosted by CECity.com, Inc., an independent Pennsylvania corporation. You transmit data to a server located in Pennsylvania subject to United States and Pennsylvania law.

## **ACCREDITATION**

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## **DISCLOSURE OF AFFILIATIONS**

NCPA Learning Center works with a variety of third parties to provide the services available on this Website and to provide links to other websites. These third parties include, for example, accrediting bodies, content providers, technology providers, and suppliers of medical products, information, and services. These entities may supply information that is posted on or accessible through this Website, and, solely in the case of accrediting bodies, may set standards applicable to certain content, but they do not control the content or the operation of this Website.

## **PERFORMANCE PAYMENT PROGRAMS**

If you input data into the Website in connection with any “performance payment program,” you should be aware that your submission does not guarantee that the receiving entity will (a) pay you such incentive or (b) provide such incentive; and the submission of data via the Website does not guarantee (i) that you are eligible for payment or (ii) that you will receive such incentive from the paying entity, as such matters are wholly in the control of the paying entity. The data that is being sent to the receiving entity may have errors and NCPA Learning Center is not responsible for any failure of payment or incorrect payment.

## **DISCLAIMER OF WARRANTY**

THIS WEBSITE AND ALL SERVICES AND INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY OF INFORMATIONAL CONTENT. Without limiting the foregoing, NCPA Learning Center makes no representations or warranties about the accuracy, reliability, completeness, correctness, or timeliness of the content, software, text, graphics, video, links, or communications provided on or through the use of the Website.

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#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL NCPA LEARNING CENTER BE LIABLE FOR ANY CLAIMS OR LOSSES WHATSOEVER OF ANY KIND, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE, AND WHETHER ARISING FROM AN ACTION IN CONTRACT, TORT, OR OTHERWISE, RELATED TO OR IN CONNECTION WITH THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NCPA LEARNING CENTER SHALL NOT BE LIABLE FOR ANY CLAIMS OR LOSSES IN CONNECTION WITH ERRORS, OMISSIONS, OR INACCURACIES OF INFORMATIONAL CONTENT, OR ANY DECISION MADE IN RELIANCE ON THE INFORMATION CONTAINED ON OR ACCESSIBLE THROUGH THE WEBSITE.

YOUR SOLE REMEDY FOR ANY CLAIMS IN CONNECTION WITH THIS WEBSITE IS TO DISCONTINUE USING THIS WEBSITE AND THE RELATED CONTENT AND SERVICES. THE FOREGOING LIMITATION SHALL APPLY AND SURVIVE NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### **INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD NCPA LEARNING CENTER HARMLESS FROM ANY AND ALL CLAIMS OR LOSSES ARISING FROM YOUR USE OF OR RELIANCE ON THIS WEBSITE OR ANY SERVICES OR INFORMATION MADE AVAILABLE ON OR THROUGH THIS WEBSITE.

#### **CHOICE OF LAW; ENTIRE AGREEMENT; SEVERABILITY; NO WAIVER**

This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County, Pennsylvania.

This Agreement, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of Website and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of NCPA Learning Center to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

#### **SURVIVAL; CLAIMS**

The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration.

Any claims arising in connection with your use of the Website or any content must be brought within one (1) year of the date of the event giving rise to such action. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.