

Terms and Conditions

of the Practice Greenhealth Network

Updated October 27, 2020

INTRODUCTION

Practicegreenhealth.org is a service provided by Practice Greenhealth/Health Care Without Harm (“HCWH”), 12110 Sunset Hills Rd, Suite 600, Reston, VA 20191, and is subject to the Practice Greenhealth/HCWH Terms of Use (“Terms of Use”). Practicegreenhealth.org is an online interface as defined by the HCWH Terms of Use, and the following Terms and Conditions of the Practice Greenhealth Network are additional terms that apply to your use of the Practice Greenhealth website (“Site”).

You agree that your use of Practice Greenhealth and its resources and content via the Site (www.practicegreenhealth.org) is subject to these Terms and Conditions and the Terms of Use.

GENERAL DESCRIPTION OF PRACTICE GREENHEALTH

Practice Greenhealth is a health care and sustainability network (membership organization) that provides operational solutions that benefit patients and employees, communities, financial security, and the environment.

Practice Greenhealth and its resources, tools, content, education, and experts are made available by Practice Greenhealth and Health Care Without Harm to provide you with a destination for health care sustainability guidance, expertise, and best practices.

Practice Greenhealth provides a suite of guides, tools, and other resources, which are collectively referred to as the “Resources”, which are made available on the Site. All registered users of the Site who have permission to access and use the Resources, including the partner benefits covered under these Terms and Conditions, are referred to as “Partners” or “Network Partners”.

CHANGES TO THESE TERMS

Practice Greenhealth reserves the right, from time to time, in its sole discretion, to revise, modify, or update these Terms and Conditions and Terms of Use at any time. When changes are made, Practice Greenhealth will make a new copy of the Terms available at the Site, or we may provide you with email notice. We will also update the “Last Updated” date.

FINANCIAL POLICY: PAYMENT AND ANNUAL INVESTMENT

Practice Greenhealth Network Partners pay an annual investment (dues, subscription, etc.) to be a part of the Practice Greenhealth network. Only Practice Greenhealth Network Partners and their

respective authorized users (employees, students, staff and/or affiliated contracted personnel at network facilities, hospitals, systems, companies, organizations, etc.) in good standing may:

- Access, use and/or download Resources, or other content
- Participate in the Health Care Climate Council
- Access Practice Greenhealth's benchmark report(s) and/or data tables
- Participate in experiential opportunities (webinars, web conferences, work groups, training events, network-only virtual conferences, cohort or sharing calls, etc.)
- Access or otherwise utilize the services of the Partner Services team (formerly referred to as Member Engagement)
- Access the Practice Greenhealth data platform (and participate in the Environmental Excellence awards application, recognition, and benchmarking process)
- Be eligible to get recognized and/or receive an award
- Be afforded discounts to Practice Greenhealth organized events like CleanMed and/or Practice Greenhealth Advisory Services, as application to your partnership level.
- Access the Greenhealth Academy continuing education platform (archived webinars, trainings, and education)

In addition, your access to Resources and other content on the Site is conditioned upon timely payment of your annual investment (dues, subscription, etc.); and you will not have access to benefits or Resources, including awards applications if your network partnership is canceled, allowed to lapse, or terminated or suspended for non-payment. Following a thirty (30) day grace period after the renewal date, if renewal investment payment has not been received, all access and benefits will be suspended.

FINANCIAL POLICY: CANCELLATIONS & REFUNDS

No partial refunds are given should you terminate your relationship with Practice Greenhealth before your renewal date. However, you will retain access to the Practice Greenhealth Site and all other benefits until the end of your effective date. Additionally, there are no partial refunds for any website downtime.

PRACTICEGREENHEALTH.COM TERMS OF USE: ACCOUNT CREATION AND AUTHORIZED USE

In order to use the Site, you will be required to provide information about yourself including your name, email address, username and password, and other work-related information. You agree that any registration information you give to Practice Greenhealth will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any unauthorized purpose. Practice Greenhealth reserves the right to revoke your access and the access of other registered users in your organization if these terms are violated.

All registered and current Network Partners and their employees will be granted access to the Site and provided website registration instructions and a unique access code.

DURATION OF AGREEMENT

Once your initial or renewal investment payment is received, we will provide (or continue to provide) you full access to the Site and any/all benefits application to your partnership level.

All partnership levels will receive 365-day access to the Site and any other benefits outside of the website content as part of your respective partnership level. Only current paid Network Partners will be eligible for and have access to all Resources, staff, and other benefits including Practice Greenhealth's Environmental Excellence Awards application and receiving an award. (If your effective dates fall between November and May, please ensure your renewal investment has been received by Practice Greenhealth to avoid interruption to this process or your eligibility.)

Please see the Site for information on all network partnership levels and the benefits, Resources, services, discounts, and other opportunities available or each.

INTELLECTUAL PROPERTY RIGHTS POLICY

Scaling best practices is at the heart of Practice Greenhealth and HCWH's overarching goals and our collective voice becomes stronger when hospitals and other organizations join our dynamic network and receive benefits and services.

We encourage your use of the Resources for their intended purpose, but Practice Greenhealth imposes certain rules of conduct and restrictions on permissible use.

The Site contains intellectual property owned by Practice Greenhealth and/or HCWH, including trademarks, copyrights, proprietary information, and other intellectual property. Practice Greenhealth's and/or HCWH's original authored materials are provided to you (and other authorized users) as part of the network benefit for your use only. All intellectual property, including Practice Greenhealth's and/or HCWH's copyrighted materials, shall remain the sole property of Practice Greenhealth or HCWH as the case may be. No license to sell, reproduce, or distribute our copyrighted materials is granted or implied.

Partners and their authorized users may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site, Resources or Service Content or intellectual property, in whole or in part, without our prior written consent.

Users and Network Partners agree to not share the Resources from the Site and/or the Practice Greenhealth staff with those outside the Practice Greenhealth Network Partners.

For our partial-system Partners, where only one or a limited number of facilities participate and utilize Practice Greenhealth Resources and benefits, you further agree to limit your dissemination of Resources and benefits only to those facilities registered with and a Network Partner of Practice Greenhealth. System employees may be granted access in accordance with this agreement.

TRADEMARK PROTECTION

The Practice Greenhealth name, logo, and wordmark are trademarks of Practice Greenhealth and/or HCWH. Unauthorized use of these marks is strictly prohibited. Practice Greenhealth and HCWH reserve the right to take legal action against any party that uses or displays these marks without prior authorization.

NON-ENDORSEMENT

Neither Practice Greenhealth nor HCWH directly or indirectly endorses any organization, product, or service provided, or to be provided, by any Partner. Practice Greenhealth Network Partners shall make no claims or indications, and/or will not in any way state or imply that their partnership is an endorsement of their organization, or their product(s) or service(s) or any of its organizational units or employees.

ANTITRUST STATEMENT

Practice Greenhealth and Health Care Without Harm(HCWH) are committed to a pro-consumer mission, which includes compliance with all applicable antitrust and competition laws in connection with all HCWH- and Practice Greenhealth-sponsored activities.

Practice Greenhealth network partners will not engage in conduct that could be perceived as unreasonably restraining competition.

In particular, partners will not exchange any competitively sensitive confidential information, or engage in discussions of price, production levels, allocation of customers or territories, or confidential marketing or research and development initiatives.

In addition, partners will not enter into agreements relating to the above areas, nor act in concert to unreasonably restrict the competitive capabilities or opportunities of their competitors, their suppliers, or their customers.

If during any HCWH- or Practice Greenhealth-sponsored meeting or activity any partner has a question concerning the applicability of antitrust and competition laws, they should immediately make their concern known so that it may be addressed.

ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and Practice Greenhealth/HCWH pertaining to the Site, the Resources and services available to you and supersede all prior and contemporaneous agreements, representations, and understandings between us.

Practice Greenhealth endeavors to create and publish content, and provide guidance, advice, and expertise through our staff to benefit health care organizations and facilities, and other organizations/corporations that are part of the Practice Greenhealth network. While certain

specified Resources are free to the public, for example, the baseline assessment checklist and the Energy and Health Impact Calculator, the majority of the benefits and Resources provided are intended and designed to help progress sustainability to those entities that have joined our network through an annual investment (dues, subscription, etc.).

NOTICES

All notices, requests, or other communication under these Terms and Conditions shall be in writing (via standard mail or electronic email) and addressed as follows:

Standard Mail

12110 Sunset Hills Rd, Suite 600
Reston, VA 20190

Electronic Mail

info@practicegreenhealth.org

Thank you! We look forward to making a meaningful impact on our shared journey through health care sustainability.