

# Terms and Conditions

## Purpose

Kaiser Permanente provides the KP Voice website, hosted by Vision Critical (US) Inc., to serve an online community of 25,000 Kaiser Permanente members, brokers/producers and employers who contribute their opinions and insights about their experiences with Kaiser Permanente. The community is comprised of a diverse group of individuals who represent a wide variety of backgrounds and perspectives. With KP Voice, Kaiser Permanente can ensure that the voices of all those we serve are being heard.

As a member of KP Voice you may receive invitations to participate in studies where you can provide your thoughts and opinions about a range of topics important to Kaiser Permanente. These studies are intended only for feedback about products, services, and experiences. Please do not attempt to seek medical care through these studies. Do not enter your private medical information: clinical staff will not review your input.

## Agreement

BY USING THIS WEBSITE AND PARTICIPATING IN KP VOICE STUDIES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, UNSUBSCRIBE FROM RECEIVING STUDY INVITATIONS AND DO NOT USE THE WEBSITE.

## Study participation

KP Voice gathers the opinions and thoughts of community members through their participation in surveys, discussion boards, interviews, focus groups, usability testing, and other research methodologies.

You agree that you will not upload or transmit any communications or content of any type (including participant responses) that infringe upon, misappropriate or violate any rights of any party.

Any personal information you submit to the website (for yourself or someone else) is governed by our KP Voice Website Privacy Statement. (A link to our privacy statement is available at the bottom of each page on our website).

## Passwords

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your KP Voice password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes, password reset codes and password; (2) authorize, monitor, and control access to and use of your KP Voice account

and password; and (3) promptly change your password if you feel it has become compromised; and (4) promptly inform the support@mykpvoice.org of any need to deactivate an account entirely.

To change your password, sign on to mykpvoice.org and select "Get new password".

To deactivate your account, simply click the unsubscribe link at the bottom of any email sent by KP Voice or click the unsubscribe button on your profile page.

## Breaches of these Terms and Conditions

In consideration of being allowed to participate in KP Voice studies, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person
- using the research platform for any purpose in violation of local, state, national, international laws or posted Kaiser Permanente policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Kaiser Permanente personnel) or entity as determined by Kaiser Permanente in its sole discretion
- using the research platform in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- collecting information about others, including email addresses
- intentionally distributing viruses or other harmful computer code

Kaiser Permanente expressly reserves the right, in its sole discretion, to terminate a user's access to KP Voice due to any act that would constitute a violation of these Terms and Conditions. To the extent there is an inconsistency between these Terms and Conditions and the website Privacy Statement, these Terms and Conditions shall govern.

## Communications by email

By accepting these Terms and Conditions, you agree to receive communications by email. These communications may include (but are not limited to):

- request for participation in a research study
- request for participation in a meeting with Kaiser Permanente employees (for strategic planning purposes)
- quarterly newsletters, holiday greetings, or other similar communications

## Use by children

We do not knowingly allow Kaiser Permanente members under the age of 18 to participate in KP Voice.

## Access, correction, and data integrity

Although we attempt to maintain the integrity and accuracy of the information on the website, we make no guarantees as to its correctness, completeness, or accuracy. The website may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the website by third parties without our knowledge. If you believe that information found on the website is inaccurate or unauthorized, please inform us by contacting [support@mykpvoice.org](mailto:support@mykpvoice.org).

## Revisions, changes, and updates

We may revise the information on the website or otherwise change or update the website, including these Terms and Conditions, without notice to you. Kaiser Permanente may also make improvements and/or changes in products and/or services described on the website or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the website will signify your continued agreement to these Terms and Conditions as they may be revised.

## Disclaimer

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COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

## Copyrights

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In addition, if you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office website, currently located at <http://www.loc.gov/copyright>.

In accordance with the DMCA, Kaiser Permanente has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Agent: KP Voice Administrator

Address: Kaiser Permanente National Market Research, 300 Lakeside Dr., 27<sup>th</sup> floor, Oakland, CA 94612

Email: [support@mykpvoice.org](mailto:support@mykpvoice.org)

(This telephone number is for copyright-related complaints only. No solicitations. For member services, call 800-556-7677 or click here for KP Voice [technical support](#).)

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

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