

**Luther Consulting, LLC**  
**Evaluation Web**  
**Rules of Behavior**

*Purpose and Scope*

EvaluationWeb® is a browser-based software-as-a-service system for reporting HIV prevention program data. EvaluationWeb® is made available to grantees for data collection and reporting. The purpose of this "User Agreement and Rules of Behavior for EvaluationWeb" is to provide users of EvaluationWeb with guidelines for policies and practices related to data and web-based reporting. Additional rules of behavior may be appended if required by state or local law or are otherwise necessary. By accepting this agreement you agree to the terms and conditions of EvaluationWeb®.

*Rules of Behavior*

**You are responsible for the confidentiality of client data**, whether on paper or in EvaluationWeb® or on any other media. The ethical and legal guidelines regarding confidentiality which apply to you will depend on your agency. Ask your supervisor for a copy of the rules that apply to you. At all times, protect client data of any sort (paper or electronic). When working off site keep all data in your personal possession. Do not allow others (such as family or friends) to transport data for you, or allow them to have access to paper forms or other media.

Paper forms (and other media) should be kept under lock and key at a location in your agency designated by your supervisor.

Your supervisor, agency staff, Jurisdiction Health department staff and Luther Consulting, LLC staff will review the data you enter for program evaluation, monitoring, and other purposes. The user ID, date and time of entry are recorded on each data entry submitted. In addition, the date and time that you log in, along with the IP address and other identifying information associated with the computer from which you log in, is being recorded and may be reviewed by Luther Consulting, LLC, the Centers for Disease Control and Prevention (CDC) and your Jurisdiction Health Department Staff.

You agree to provide Luther Consulting, LLC with true, accurate, current, and complete information regarding your identity. You will promptly update your user account information to keep it accurate, current, and complete including your email address. You agree that we can contact you via e-mail in connection with your use of Evaluation Web®.

**Do not share your password, PIN code or user account with anyone.** If someone else from your agency needs access and does not have a username and password, call your health department representative or Luther Consulting, LLC and we will provide one for that individual after verifying that the person is an authorized user.

You are responsible for maintaining the confidentiality of your accounts and passwords. If you think someone has obtained your username or password, change your password immediately and notify your supervisor, health department staff, and Luther Consulting, LLC. In addition, you agree to immediately notify Luther Consulting, LLC and your Jurisdiction Health Department of any other breach or potential breach of security. You also agree to log off at the end of each session. Luther Consulting, LLC will not be responsible for any loss or damage that may result if you fail to comply with these requirements.

You will be required to change your password (which will require at least 9 characters plus one special character, such as a number or symbol) every 60 days.

When you are not using your computer, log off to prevent unauthorized access.

You should turn off your browser's ability to save passwords to websites and never let a browser or any other software save your EvaluationWeb® user name or password.

You will be responsible for all activity occurring under your accounts and will comply with all applicable local, state, and foreign laws, treaties and regulations in connection with your use of EvaluationWeb, including without limitation, laws and regulations governing data privacy, international communications and transmission of technical or personal data.

The technology and the software underlying EvaluationWeb® and EvaluationWeb® itself are the property of Luther Consulting, LLC and/or Luther Consulting, LLC's affiliates, suppliers and partners. Luther Consulting, LLC reserves all rights, title and interest in and to EvaluationWeb®, any other services offered in connection with EvaluationWeb®, including all related intellectual property rights. You may not access EvaluationWeb® if you are a direct competitor except with our prior express written consent. All rights, title and interest in and to the data in the system is owned by the contracting entity (either your Jurisdiction Health Department or the CDC).

You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying EvaluationWeb®. You agree not to modify or attempt to modify the software underlying EvaluationWeb® in any manner or form or to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Site. Luther Consulting, LLC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into EvaluationWeb® any suggestions, enhancement requests, recommendations or other feedback you provide to us.

Without limiting the foregoing, you agree that you will not use EvaluationWeb® to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others.

- Publish, post, upload, e-mail, distribute, or disseminate any inappropriate, defamatory, misleading, infringing, or unlawful content;
- Use data contained in the system on clients receiving HIV Prevention services to attempt to learn or reverse engineer the identity of any such individual, or to attempt to make any contact with any individual whose data is contained in the system;
- Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, Luther Consulting, LLC's sites, any software or hardware, or telecommunications equipment;
- Advertise or offer to sell any goods on EvaluationWeb for any commercial purpose unless you have Luther Consulting, LLC's written consent to do so;
- Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, chain letters or other unsolicited messages;
- Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- Restrict or inhibit any other user from using and enjoying any area within EvaluationWeb®;
- Interfere with or disrupt Luther Consulting, LLC's sites, servers, or networks;
- Probe, scan or test the vulnerability of EvaluationWeb® or circumvent any security mechanism used by EvaluationWeb®;
- Impersonate any person or entity, including, but not limited to, any Luther Consulting, LLC representative or Jurisdiction Health department representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through EvaluationWeb® or to manipulate your presence on the EvaluationWeb®;
- Take any action that imposes an unreasonably or disproportionately large load on Luther Consulting, LLC's infrastructure;
- Engage in any illegal activities.

Unauthorized access EvaluationWeb® is a breach of this Agreement and a violation of the law. You agree not to access EvaluationWeb® by any means other than through the interface that is provided by Luther Consulting, LLC for use in accessing EvaluationWeb®. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of EvaluationWeb®.

You may not access EvaluationWeb for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

Use of EvaluationWeb® is subject to existing laws and legal process. Nothing contained in this Agreement will limit Luther Consulting, LLC's right to comply with governmental, court, and law-enforcement requests or requirements relating to your use of EvaluationWeb®.

### **E-mail Communications**

When you send an e-mail to us, you are communicating with us electronically. You thereby consent to receive communications from us electronically; however, please note that e-mail communications are not necessarily secure and confidential. For instance, it is possible that information transmitted to us via e-mail may be read or obtained by other parties. In an attempt to protect your privacy, our e-mail responses do not include personal account information. We recommend that you do not include such information in e-mail communications directed to us. We may communicate with you by postal mail, e-mail or by posting notices on the Site. All agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Submitted Information/Public Areas**

You agree to use Luther Consulting, LLC's bulletin board, blog, chat areas, news groups, forums, communities and/or message or communication facilities, if available on your implementation, only to send and receive messages and material that are proper and related to your use of EvaluationWeb® and the data you are collecting. We may make some public chat rooms, forums, message boards, and news groups available to you on the Site. Please remember that these areas of the Site are public areas and may be viewed by other visitors to the Site. You should not post any Personal Information in these areas. Any information that is voluntarily disclosed by you in these areas is not proprietary or protected. If you submit any information to us (other than Personal Information), including any comments, remarks, suggestions, ideas, notes, concepts, photographs, images, or other information, you are giving that information, and all your rights in it, to us free of charge, and that information will be treated as non-confidential and non-proprietary and may be used by use for any purpose, without your consent or any compensation to you or anyone else. This is true whether you submit such information to us by e-mail, through a form on the Site, on a bulletin board, or in any other manner. We may from time to time monitor, review and, in our sole discretion, modify or delete any postings you make on the Site however, we are not obligated to do so.

You will not submit or transmit any material that is unlawful, threatening, libelous, defamatory, obscene, pornographic, profane, or might in any other way violate any law, regulation, or rule. In addition, you confirm that you are the copyright owner or otherwise have permission to sue and transmit any material submitted to the Site and have the right to have us create derivative works with respect to any such content. You represent and warrant that any material you submit does not violate the intellectual property rights of any third party. You are solely responsible for any material you submit to the Site. You will not upload, e-mail, post or transmit to, or distribute or otherwise publish through the Site any material which disrupts the normal operation of the Site, including posting or otherwise transmitting material that is not related to the Subject at issue or otherwise restricts or inhibits any other user from using the Site.

### **Governing Law**

The Policy shall be governed by the laws of the State of Indiana without giving effect to any choice or conflict of law or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana, provided, however, that disputes concerning patent, federal trademark, or federal copyright matters shall be governed by federal law. You consent to jurisdiction in the State of Indiana.

### **Miscellaneous Terms**

Our failure to strictly enforce any right against you shall not constitute a waiver thereof. If any provision of this Policy is deemed invalid, illegal, or unenforceable such provision will be deemed amended to conform to the applicable laws and the remainder of the Policy shall remain in full force and effect. This represents the full understanding of the parties with respect to the subject matter hereof.