

Clarity Human Services Portal Terms of Service

Welcome. Bitfocus provides this Website, "portal.clarityhs.com", (the "Website") as a service to organizations that use our Clarity Human Services software to manage housing and related services (the "Provider" and collectively "Providers") provided to Website users ("you", the "User", and collectively the "Users").

The Website allows Users to:

- View information related to housing or services
- Communicate with Provider staff
- Access additional services

You can access the Website through any number of device types (e.g., desktop, laptop, tablets, and smartphone devices).

This document, the Clarity Human Services Portal Terms of Service ("Terms"), outlines the terms regarding your use of the Website. These Terms are a legally binding contract between you and Bitfocus so please read carefully. If you do not agree with these Terms, do not register or use the Website.

The information provided on the Website is intended to supplement existing communications between the User and their Providers. It is neither a substitute for professional advice nor an official copy of Provider records. Never disregard professional advice, delay seeking care, or discontinue searching for alternative services because of something you read on the Website.

Computer and device use can be monitored and it is impossible to completely clear your browser history. If you are afraid your internet usage might be monitored do not use this Website. **If you or someone you are taking care of has a physical, medical, or psychiatric emergency, call 911.**

BY USING THE WEBSITE OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEBSITE.

Supplemental Terms of Service

Providers may condition access to the Website (in whole or part) on the acceptance of additional Terms of Service ("Provider Terms"). To the extent there is an inconsistency between these Terms and any Provider Terms, these Terms shall govern.

Privacy

In order to operate and provide the Services, we collect certain information about you. We use and protect that information as described in our Privacy Policy. You acknowledge your use of the Website is

subject to our Privacy Policy and understand that it identifies how Bitfocus collects, stores, and uses certain information.

To the extent there is an inconsistency between any Provider Terms and the Privacy Statement, the Privacy Statement shall govern. To the extent there is an inconsistency between these Terms and the Privacy Statement, these Terms shall govern.

Terms

Communication

The Website provides several interactive online services for communication between Users and Providers. These services may include (but are not limited to):

- Messaging
- Applications, Evaluations, and Forms
- Document and file sharing
- Appointment Requests

You agree that you will not upload or transmit any communications or content of any type that infringes upon, misappropriates, or violates any rights of any party. Our Privacy Statement governs any personal information you submit to the Website (for yourself or anyone else).

Viewing records

Users may use the Website to view specific information displayed from their Provider records, including potentially sensitive or protected personal information. Although the Website displays certain information in records, it does not necessarily display all information found in those records.

If you think that record information displayed on the Website is inaccurate, you can request the Provider amend the record by mailing a request to 5940 S Rainbow Blvd, Ste 400 #60866, Las Vegas, NV 89118.

Passwords

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Website 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 Website account and password; and (3) promptly change your password if you feel it has become compromised; and (4) promptly inform your Providers of any need to deactivate an account entirely.

Breaches of these Terms

In consideration of being allowed to use the Website interactive services, you agree that the following actions shall constitute a material breach of these Terms:

- signing on as or pretending to be another person
- using the Website for any purpose in violation of local, state, national, international laws or posted 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 Provider or Bitfocus personnel) or entity as determined by Bitfocus in its sole discretion
- using services 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 harmful computer code
- attempting to (1) probe, scan, "hack", or test the vulnerability of the Website, or any Bitfocus or Provider system or network; or (2) breach any security or authentication measures on the Website or any system connected to the Website
- using any "deep-link", "page-scrape", "robot", "spider", data mining tools, data gathering and extraction tools, or other automatic device, program, algorithm or methodology, to (1) access, acquire, copy or monitor any portion of the Website, or (2) in any way reproduce or circumvent the navigational structure or presentation of the Website

Bitfocus and Providers expressly reserve the right, in their sole and individual discretion, to terminate a User's access to any interactive services and/or to any or all other areas of the Website due to any act that would constitute a violation of these Terms.

Communications by email

By accepting these Terms, you agree to receive essential communications by email.

Communications by SMS

Accepting these Terms requires you to agree to receive essential communications by SMS messaging (text messaging). Message and data rates may apply and are the sole responsibility of the User.

Must be over 18 years of age

We do not knowingly allow minors under the age of 18 to create accounts that allow access to the Website's secured features.

Access, correction, and data integrity

Records and communications displayed on the Website is provided by and under the exclusive control of the Providers. Although we attempt to maintain the integrity and accuracy of the information on the Website, Bitfocus makes no guarantees as to its correctness, completeness, or accuracy. The Website may contain typographical errors, inaccuracies, or other errors or omissions. This includes inaccuracies, errors or omissions introduced by software, infrastructure, or other technical errors.

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 your Providers directly.

Revisions, changes, and updates

We may revise the information on the Website or otherwise change or update the Website, including these Terms, without notice to you. Bitfocus 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 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 as they may be revised.

Links to Third-Party Websites

The Website provides links to other websites that are not owned or controlled by Bitfocus ("Third Party Websites"). We provide links to Third Party Websites as follows.

Bitfocus is not responsible for the content, security, or the privacy practices of Third-Party Websites. Please review the privacy statement and any terms of use of each Third Party website you visit. Unless we specifically advise you otherwise, links to Third Party Websites do not constitute or imply endorsement by Bitfocus of those sites, the information they contain, or any products or services they describe.

Disclaimer and Limitation of liability

Disclaimer of Warranties

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Limitation of liability

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Choice of law

THESE TERMS ARE GOVERNED BY NEVADA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF NEVADA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS.

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Any rights not expressly granted by these Terms or any applicable end-user license agreements are reserved by Bitfocus. Content and features are subject to change or termination without notice in the editorial discretion of Bitfocus.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials appearing on the Website infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.

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 <https://www.copyright.gov>.

In accordance with the DMCA, Bitfocus 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: Bitfocus Copyright Compliance

Address: 5940 S Rainbow Blvd, Ste 400 #60866, Las Vegas, NV 89118

Phone: 702-614-6690

Email: legal@bitfocus.com

(This telephone number is for copyright-related complaints only. No solicitations.)

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.

Trademarks and service marks

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