

## **COMPLIO TERMS OF USE**

### **General**

Welcome to the Complio System powered by American DataBank, LLC ("ADB"). By placing an order in the Complio System ("System"), you accept and agree that the Terms of Use in this document constitute a binding agreement between you and ADB.

The term "Health Information" as used in this agreement means any of your vaccination, immunization or other health-related information, records or documents.

The term "Screening Information" as used in this agreement means any of your background screening / consumer report information, including for example criminal history, drug test and employment or education verification information.

The term "Prior Records" as used in this agreement means any of your Health Information or Screening information that may previously have been created or stored in a different database or computer system other than the Complio System.

### **Profile Sharing by Students** (not applicable to employment applicants)

If you elect to use the Complio System to initiate a sharing of part or all of your Health Information, your Screening Information or your Prior Records with a third party, you acknowledge and agree that this information is under your direction and control and that such sharing will be deemed made by you, and not by American Databank, the same as if you had downloaded and emailed the information to the third party. You agree that American DataBank shall have no responsibility or liability for any such sharing.

### **Profile Sharing by Your School** (not applicable to employment applicants)

You authorize American DataBank and/or your school to transmit your Health Information, your Screening Information and your Prior Records, or any part thereof, to any clinic, hospital, health care organization, auditing agency or other entity with whom your school does business for the purpose of placing you in a clinical program. You agree that neither American DataBank nor your school shall have responsibility or liability for any such transmittal.

### **Integrity of Uploaded Documents and Passwords**

You confirm and declare that you will not upload to the System any inappropriate, altered, modified or falsified information, records or documents. You understand that submitting to the System any inappropriate, altered, modified or falsified information may cause you to be terminated or disqualified from the position you are seeking. You agree (1) that you will not allow any third party to know or use your username or password and (2) that you will be responsible for any and all activities resulting from use of your username and password.

### **Dispute Resolution**

#### **Important notice. Please read carefully.**

All disputes and claims arising between you and American DataBank, LLC ("ADB") that have not been resolved through direct discussions shall be resolved by binding arbitration instead of in courts of general jurisdiction or by jury trial. The arbitration shall be conducted on a

confidential basis pursuant to the Consumer Arbitration Rules of the American Arbitration Association. Arbitration by one or more neutral arbitrators is more informal than a lawsuit in court. Arbitrators can award the same damages and relief that the court can award. Any arbitration under these Terms of Use shall take place on an individual basis. You and ADB agree that class arbitrations and class actions are not permitted as part of the arbitration proceedings.

This agreement to arbitrate is comprehensive and includes, without limitation: (i) claims relating in any way to your use of ADB's online or SAAS Systems or the services offered by ADB, including health record tracking services, background screening services, drug testing and all other ADB services and (ii) claims connected in any way to the collection, verification use, storage, archiving, or disclosure of your personal information, records or reports. This agreement to arbitrate is mandatory except that, in appropriate cases, you and ADB will each have the option to use applicable small claims court procedures as an alternative to binding arbitration.

Nothing in this arbitration provision is intended to supersede any right you may have to dispute the accuracy or completeness of any consumer report or investigative consumer report about you, or to request a copy of your file in our possession, under the Fair Credit Reporting Act or similar state laws. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies including, for example, the federal trade commission. Such agencies can, if the law allows, seek relief against ADB on your behalf.

You agree that, by creating an account, accessing or using ADB's Systems, or entering into these Terms of Use, you are waiving the right to participate in a class action since any arbitration under these Terms of Use shall take place on an individual basis. Unless you and ADB agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not preside over any form of a representative or class proceeding. Any award made by the arbitrator shall be a conclusive determination of the matter and shall be binding upon the parties to the arbitration and their heirs, successors and assigns, and shall not be contested by any of them.

These Terms of Use evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination or suspension of your account in ADB's System.

If ADB intends to seek arbitration, it first must send to you by certified mail (or email if a mail address is not available), at the last mailing address (or email address) of yours on record with ADB, a written notice of claim. If you intend to seek arbitration, you must first send to ADB, by certified mail, a written notice of your claim. The notice to ADB should be addressed to: American DataBank Legal Department, 110 Sixteenth Street, 8<sup>th</sup> Floor, Denver, CO 80202. In both cases the notice must (a) describe the nature and basis for the claim and (b) set forth the specific relief sought (i.e. the "demand"). If ADB and you do not reach an agreement to resolve the claim within thirty (30) days after the notice of claim is received, ADB or you may commence an arbitration proceeding.

Additional information regarding the arbitration process outlined above may be obtained as follows:

Online: [www.adr.org](http://www.adr.org)

Telephone: 1-800-778-7879

### **Collection and Storage of Data**

You acknowledge and agree that American DataBank may collect, store, process and retain your Health Information, Screening Information and/or Prior Records, including personally identifiable information, for a minimum of six (6) years unless you request a shorter period by sending a written notice to ADB directing that your information and records should be deleted from the System.

### **Electronic Signature Binding**

You consent and agree (1) that the electronic notices, documents, disclosures and information you receive through the System, and the electronic transactions you have with American DataBank through the System, will be valid and binding on you, and (ii) that when your consent or agreement is given in the System via your digital signature or other electronic indication, said digital signature or electronic indication shall have full force and effect and shall be binding on you the same as if your signature or agreement were executed and delivered by hand.

**I Accept and Agree to the above Terms of Use:**

☐ **I Agree**

**Signature** \_\_\_\_\_

**Date Signed** \_\_\_\_\_