



AMERICAN IMMUNIZATION REGISTRY ASSOCIATION TERMS AND CONDITIONS OF USE

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Certain features and areas of the Websites are available only with registration and/or a login. If you are required to register and select a unique login and password ("**Personal Login Information**"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you, and you may not allow any third party to use it under any circumstances. AIRA is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact AIRA immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

YOUR OBLIGATIONS

You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the Websites and not interfere with the use and enjoyment of the Websites by other users or with the AIRA's operation and management of the Websites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on any Website, including, without limitation, information required to be provided through an AIRA registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, AIRA reserves the right to terminate your access and use of the Websites. You warrant





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The Websites serve as a platform for you and other users to submit, share, and use information related to immunization for the purpose of ensuring that immunization information systems are fully supported and represented. AIRA values the voluntary and collaborative interaction of all of its members and others interested in developing the electronic healthcare infrastructure necessary to prevent and control vaccine-preventable diseases. To facilitate this purpose, AIRA maintains a library of scripts written and shared by members of the community to perform analysis using immunization information system (IIS) data (the “**Code Library**”).

The Code Library is not a system of record nor is it a source of truth. Information contained in the Code Library is not warranted to be correct or complete. By the furnishing of this information, AIRA makes no representation whatsoever and neither AIRA, nor any employee of AIRA, shall be personally liable for any damages which may arise due to information furnished pursuant to this section which is subsequently shown to be inaccurate or incomplete. Any party obtaining information from this system shall be on notice to examine the individual filings referred to in this listing for any legal reliance.





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“Confidential Information” refers to the following items AIRA discloses to you through your use of the Websites: (a) any document AIRA marks “Confidential”; (b) any information AIRA orally designates as “Confidential” at the time of disclosure or otherwise confirms such designation in writing within 1 business day; and (c) any other nonpublic, sensitive information you should reasonably consider a trade secret or otherwise confidential.





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INDEMNIFICATION

To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the AIRA Parties from and against all claims arising from or in any way related to your use of the Websites and/or AIRA Content, a violation by you of these Terms of Use, or any other actions connected with your use of the Websites and/or AIRA Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees. AIRA will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to these Terms of Use except to the extent that you are actually prejudiced by such failure and will not relieve you from any other liability that you may have to the AIRA Parties.

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These Terms of Use will take effect at the time you begin using the Websites. AIRA reserves the right, with or without notice, at any time and for any reason to deny you access to the Websites or to any portion thereof, and to terminate your access to all or part of the Websites. Except for your rights to use or access the Websites and/or AIRA Content, all provisions of these Terms of Use will survive any such termination. Upon such suspension or termination of your access, you shall cease all use of the Websites and delete, destroy, or return all copies of AIRA Confidential Information, AIRA Marks, and AIRA Content in your possession or control.

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Any controversy or claim ("Claim") you have arising out of or relating to these i) Terms of Use, ii) any additional terms and conditions, iii) the Websites, and iv) any products and services accessed or purchased through the Websites shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought, in any arbitration or other legal proceeding, solely by you as an individual and not





as part of, or as a representative of, a class. The arbitration shall be held in Washington, DC. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The Federal District court of the District of Columbia shall have exclusive jurisdiction and venue over (a) any action concerning the enforcement of this arbitration agreement, or (b) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING. AIRA reserves all rights and remedies available to it at law or in equity.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or class wide arbitration shall be brought only in the Federal District court located in the District of Columbia.

GOVERNING LAW

These Terms of Use and all matters regarding your use of the Websites shall be governed by, construed in accordance with, and enforced under the internal laws of the District of Columbia, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative, or regulatory proceedings.

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The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and AIRA regarding the Websites and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Websites. These Terms of Use will be binding upon and inure to the benefit of the parties' respective successors and assigns.





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No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of these Terms of Use to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, pandemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

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The failure of AIRA to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

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CONTACT INFORMATION

If you have any questions or concerns regarding these Terms of Use or the Websites, please contact us at:

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