

QOPI[®] SYSTEM TERMS OF USE

Effective Date: November 7, 2016

These QOPI System Terms of Use (“**System Terms**”) apply to your access and use of the QOPI System, including any related websites, documentation, updates and upgrades (the “**QOPI Services**”), made available by American Society of Clinical Oncology’s (“**ASCO**,” “we” or “us”). For these System Terms, “you” or “your” refers to you as a visitor to, or registered user of, the QOPI Services.

You must be authorized to access and use the QOPI Services by a hematology-oncology practice or practice group that has agreed to participate in ASCO’s *Quality Oncology Practice Initiative*, or ASCO’s PQRS reporting pathway (“**Practice**”). Please do not use the QOPI Services unless and until you are authorized by a Practice.

IF YOU DO NOT OR CANNOT AGREE TO ANY OF THESE SYSTEM TERMS, THEN YOU MAY NOT USE THE QOPI SERVICES.

1. BINDING AGREEMENT

THESE SYSTEM TERMS TOGETHER WITH ASCO’S TERMS AND CONDITIONS OF USE (“**WEBSITE TERMS**”) FORM A LEGALLY-BINDING AGREEMENT BETWEEN YOU AND ASCO GOVERNING YOUR USE OF THE QOPI SERVICES. BY USING THE QOPI SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE WEBSITE TERMS.

Unless otherwise expressly stated otherwise, if any provision of these System Terms is irrevocably inconsistent with any provision of the [Website Terms](#), then the provision of these System Terms will prevail but solely to extent of the inconsistency. For purposes of the [Website Terms](#), the QOPI Service shall be included in the definition of Website. If any provision of these System Terms is irrevocably inconsistent with any provision in the QOPI Participation Agreement or PQRS Reporting Agreement entered into by Practice and ASCO, the terms of the QOPI Participation Agreement or PQRS Reporting Agreement will prevail, but solely to the extent of the inconsistency.

2. CHANGES TO SYSTEM TERMS

The Effective Date of these System Terms is set forth at the top of this webpage. We will notify you of any material change by posting notice on this webpage and, when possible, we will provide you with advance written notice of changes. Your continued use of the QOPI Services after the Effective Date constitutes your acceptance of the amended System Terms. The amended System Terms supersede all previous versions of the System Terms. For this reason, we encourage you to review these System Terms, as well as the [Website Terms](#), each time you access or use the QOPI Services.

3. LICENSE GRANT

The QOPI Services, including any information, graphic, artwork, text, video clip, audio clip, trademark, logo and other content provided on, in or through the QOPI Services (collectively, “**ASCO Content**”), are owned by ASCO or its licensors and protected under both United States and foreign copyright, trademark and other laws.

ASCO grants to you a personal, nonexclusive, nontransferable and limited license (without the right to sublicense) to access and use the QOPI Services subject to these System Terms. You acknowledge that the trade secrets and intellectual property embodied in the QOPI Services have not been and will not be licensed or otherwise disclosed to you. You acknowledge that the HTML code that ASCO creates to generate the pages of the QOPI Services are protected by ASCO’s copyrights. All rights not expressly granted herein are reserved by ASCO.

4. YOUR USE OF THE QOPI SERVICES

4.1 User Credentials: You must be authorized by a Practice to access and use the QOPI Services. When you are authorized, you will receive a username and password (together, your “**User**”

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Credentials”). You agree that you only will use your User Credentials and the QOPI Services for the Practice’s business purposes.

4.2 Your Responsibilities:

You are responsible for providing the equipment and services that you need to access and use the QOPI Services. ASCO does not guarantee that the QOPI Services are accessible on any particular equipment or device or with any particular software or hardware.

You are responsible for all activities that occur through your User Credentials, whether or not authorized by you. Please do not permit anyone else to use your User Credentials. You should keep your Credentials private and not share your Credentials with anyone else. You are responsible for notifying us if your password has been hacked or stolen. You may notify us by sending an email to gopi@asco.org.

You are solely responsible for the accuracy, quality and legality of any information, data or materials that you may have the opportunity to upload, transmit or post to or through the QOPI Services (collectively, “**Your Content**”) and for ensuring that Your Content complies with these System Terms. You hereby grant ASCO a worldwide license to use, reproduce, transmit, display and adapt Your Content as necessary for ASCO to operate the QOPI Services in accordance with these System Terms. You understand that ASCO may remove Your Content from the QOPI Services if ASCO determines that it violates these System Terms.

You are responsible for complying with all laws and regulations that apply to your use of the QOPI Services, including export control laws and regulations imposed by the U.S. government (“**Export Laws**”). You agree that you will not export, re-export, transfer or make available, directly or indirectly, all of any part of the QOPI Services and/or other information or materials provided by ASCO hereunder, without first complying with Export Laws.

You are responsible for complying with all rules, terms and conditions imposed by the Practice that provided you with your User Credentials.

You are responsible for complying with the [Website Terms](#).

Except as specifically permitted in these System Terms or expressly authorized in writing by ASCO, you agree that you will not (directly or indirectly):

- > distribute, sell, assign, encumber, transfer, rent, lease, sublicense, modify or time-share the QOPI Services;
- > use any of the QOPI Services in any service bureau arrangement;
- > copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the QOPI Services or any part of the QOPI Services;
- > circumvent (or attempt to circumvent) any functionality that controls access to or protects the QOPI Services, including log-in credentials;
- > probe or test the vulnerability of the QOPI Services;
- > transmit or otherwise make available any virus, application or code designed to interrupt, destroy or limit the functionality of any of the QOPI Services;
- > modify or eliminate any notice about copyright, trademark or other intellectual property right in the ASCO Content or otherwise part of the QOPI Services;
- > reverse engineer, disassemble, decompile or otherwise use any means to discover the source code of or trade secrets in any part of the QOPI Services;
- > engage in any offensive or illegal conduct, including conduct that violates third-party privacy, intellectual property or other rights; or
- > assist or knowingly permit any third party to engage in any of the acts proscribed above.

None of the foregoing prohibitions are intended to limit any of your responsibilities under the [Website Terms](#).

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4.3 Our Responsibilities: We are responsible for providing the QOPI Services in accordance with these System Terms and all applicable laws, rules and regulations.

ASCO reserves the right (but is not obligated) to improve, enhance or modify the QOPI Services.

Unless otherwise required by applicable law or industry standards, we will, whenever possible, notify you in advance of a change to the QOPI Services that may significantly adversely affect how the QOPI Services operate or perform.

5. PRIVACY

Please carefully read our [Privacy Policy](#) to learn about the information that ASCO collects about you through the QOPI Services and how we process it.

6. LIMITATIONS OF LIABILITY

Section 6 (Disclaimer of Warranties) and Section 7 (“Limitations of Liability”) in the [Website Terms](#) contain provisions that limit our liability to you. You acknowledge and agree that these limitations of liability, together with the other provisions in these System Terms and the [Website Terms](#) that limit liability, are essential terms and that ASCO would not be willing to grant you the rights set forth in these System Terms but for your agreement to these limitations of liability.

If you have questions about the QOPI Service or these System Terms, please contact us at gopi@asco.org.