



## **Thank You for Volunteering with the Department of Health's Emergency Preparedness Volunteer Program.**

If are considering volunteering for public health emergency disaster response efforts, you've come to the right place!

By registering through the State Emergency Registry of Volunteers in Tennessee (TNVM) website or by completing a paper application your information is placed in a secure, confidential volunteer registry system. Registering online or via paper application simply tells us that you are open to the idea of volunteering in case of a public health emergency and provides us a little about your background, preferences, and constraints. It does not guarantee that you will be called upon, nor does it mean that you must participate if contacted. If you are called to volunteer, you will have the opportunity to learn more about the specific event and the commitment required. You can then choose if volunteering for the specific event is right for you.

During the online registration or paper application process, you will be asked to provide information regarding the best way to contact you, any active licenses or certifications, and other relevant background data. By completing the registration/application process you are agreeing to the Emergency Preparedness Volunteer Program's term of service, privacy policy, and background screening. Please review these sections – located at the end of the application - prior to completing the registration or application.

If you have already completed the registration/application process, you can log-in to [www.tnmrc.org](http://www.tnmrc.org) to update your profile. Upon completion of the paper application you will be given a username and temporary password to access your profile in TNVM.

Again, thank you for your willingness to volunteer.

FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_  
State Emergency Registry of Volunteers in Tennessee

**IDENTITY INFORMATION**

**\* Required**

\* First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ \* Last Name \_\_\_\_\_  
\* Date of Birth: \_\_\_\_\_ \* Gender  Male  Female  
\* Address: \_\_\_\_\_  
\* Address 2: \_\_\_\_\_  
\* City: \_\_\_\_\_ \* County: \_\_\_\_\_ \* State: \_\_\_\_\_ \* Zip: \_\_\_\_\_

**CONTACT INFORMATION**

**\* Required**

\* Primary Email Address: \_\_\_\_\_  
\* First Phone Number to Attempt: ( ) \_\_\_\_\_ Extension: \_\_\_\_\_  
Type:  Work Phone  Home Phone  Mobile Phone  TTD/TTY \_\_\_\_\_  Pager  Fax  SMS/Text Message \_\_\_\_\_  
\* Second Number to Attempt: ( ) \_\_\_\_\_ Extension: \_\_\_\_\_  
Type:  Work Phone  Home Phone  Mobile Phone  TTD/TTY \_\_\_\_\_  Pager  Fax  SMS/Text Message \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

**\* Required**

\* Emergency Contact First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Relationship:  Parent  Spouse  Domestic Partner  Sibling  Child  Other Relative  Co-Worker  Friend  
\* Primary Emergency Contact Number: ( ) \_\_\_\_\_ Extension: \_\_\_\_\_  
Secondary Emergency Contact Number: ( ) \_\_\_\_\_ Extension: \_\_\_\_\_

**PRIMARY OCCUPATION INFORMATION**

**\* Required**

\* Primary Occupation Type:  Medical  Non-Medical (Support)  Public Health  
\* Primary Occupation: \_\_\_\_\_  
What is your current professional status for this occupation?  
 Licensed and Active  Licensed and Active Part-Time  Non-Licensed  Non-Licensed and Active  
 Licensed and Inactive for Less than 5 Years  Licensed and Inactive for More than 5 Years  
 Non-Licensed and Retired  Non-Licensed and Student  
Please enter your name exactly as it appears on your license (if applicable).  
First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
\* License Number: \_\_\_\_\_ \* Issuing State or Jurisdiction: \_\_\_\_\_  
\* Expiration Date: \_\_\_\_\_ Is your license in good standing:  Yes  No  
Please list any additional specialties, certifications, credentials, or other items related to this license. \_\_\_\_\_

If your employer is a hospital, medical office, or clinic, the information entered in the occupation section will be verified by your employer. It is important to validate this information so that your medical affiliation and eligibility can be utilized appropriately should you be asked to respond.

Employer's Name: \_\_\_\_\_ Employer's Phone Number: \_\_\_\_\_  
Employer's Address: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**I have read the TNVM Terms of Service and Privacy Statement, and have completed the application honestly and truthfully. I understand that a background check will be conducted on the information that I have provided.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**VOLUNTEER BACKGROUND CHECK AUTHORIZATION**

I am applying for a volunteer position. I understand that I may have unsupervised access to children less than sixteen years of age, developmentally disabled persons, or other vulnerable adults during the course of my volunteer service with the State of Tennessee. As provided by Tennessee State Law under TCA 33-2-1201, and 71-2-111, applicants whose function would include direct contact with or direct responsibility for persons with mental illness, serious emotional disturbance, or developmental disabilities shall agree to the release of all investigative records about the person from any source, including federal, state and local governments.

I authorize the Tennessee Department of Health: Emergency Preparedness Program, and its agents, or assignees, to make investigations, reference checks, security checks and other inquiries into my past regarding my Volunteer application.

These queries may include, but are not limited to, U.S. Department of Justice, National Sex Offender Public Registry, Tennessee Abuse Registry and/or surrounding State Registries, questions pertaining to my past employment, criminal, credit, driving and educational history, as well as, information regarding my general character and reputation.

Further, I authorize any individual, company, business entity, institution, or government agency having relevant information to furnish the Tennessee Department of Health: Emergency Preparedness Program with that information.

I agree to release and hold harmless the Tennessee Department of Health: Emergency Preparedness Program from any and all liability with respect to receipt of such information and acknowledge that the Tennessee Department of Health: Emergency Preparedness Program is relying on third party information and therefore release the Tennessee Department of Health: Emergency Preparedness Program, its agents, and employees from any and all liability arising out of errors or omissions.

I understand that the information I provide on this form will be used solely to assist the Tennessee Department of Health: Emergency Preparedness Program in obtaining background information to determine volunteer eligibility. It will not be used to discriminate or determine eligibility based upon gender, age, race, color, creed, national origin, disability, veteran, marital status or any other category protected by law. *You are not required to report your sex or race and providing that information is strictly voluntary. Not reporting that information may lengthen the time that it takes to process your background check but will not exclude you from volunteer eligibility.*

Name \_\_\_\_\_  
(First, Middle Initial, Last Name)

Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Race \_\_\_\_\_

County \_\_\_\_\_

Sex:  Male  Female

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms of Service

The Tennessee Department of Health, Emergency Preparedness and its agents, contractors, sub-contractors, and third party service providers (collectively, "the Client") provides <https://tnmrc.org>, a world wide web site (hereinafter referred to as "Site") as a service to register, credential, manage, and deploy individuals who are interested in assisting during disaster situations.

The Site and any materials for download only are available on the terms and conditions described below, which are intended to be legally binding on (1) those who register as volunteers, and (2) those who seek to access the data collected herein in the event of an emergency (hereinafter collectively referred to as you).

### ***YOU MUST AGREE TO THESE TERMS OF SERVICE TO USE THIS SITE***

By using or registering on the Site you agree to these terms and conditions ("Terms of Service") and the Site Privacy Policy. You agree to accept notices electronically. Each time you use the Site, you reaffirm your acceptance of the then-current Terms of Service. If you do not wish to be bound by these Terms of Service, you may discontinue using the Site. You cannot use, access data, credentials, sign up or register on the Site until you have accepted these Terms of Service. If you do not agree to these terms and conditions, do not use this Site. You may not use the Site for any illegal or unauthorized purpose.

### ***IMPORTANT-READ CAREFULLY:***

**YOUR USE OF THIS SITE AND ITS SERVICES AND ASSOCIATED SOFTWARE (THE "SITE SERVICES") IS CONDITIONED UPON YOUR COMPLIANCE AND ACCEPTANCE OF THESE TERMS.**

The Client reserves the right to modify or terminate the Site Service for any reason, and without notice, without liability to you, or any third party. We also reserve the right to modify these Terms of Use from time to time without notice. You are responsible for regularly reviewing these Terms of Use so that you will be apprised of any changes.

Please read all of the material below, and note that a disclaimer of the implied warranties of merchantability, fitness for a particular purpose, and limitation of liability is set forth in the capitalized text below.

### ***OBJECTIVE***

The Site functions as a non-commercial and member only venue to assist in the registration of individuals, validation of professional licensure, management of program deployment information and emergency notification preferences for members, and deployment of members who wish to participate in the Client's Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) and/or other programs located on this Site.

The Site presently limits registration to members of programs and organizations authorized by the Client. The Site confirms the identity of users through the use of email accounts and information provided at the time of registration. The Site confirms the qualification, background information, or abilities of members primarily through validation by third party information providers or participating program administrators. Submitted information is the responsibility of individual members and their sponsoring organizations or programs. The Client does not accept any responsibility for the information submitted by individuals or their sponsoring organizations.

In the event of a declared emergency or disaster, authorized personnel will access the profiles of registered members and (1) verify the accuracy of a members credentials who wishes to volunteer in a emergency or disaster area; or in the

alternative, (2) contact members for availability and deployment to serve in capacities that closely match the knowledge, skills and credentials described in the registered members profiles.

#### ***THE SITE PRODUCTS***

For purposes of these Terms of Service, the term Products shall mean the Site (whether pre-installed, on a medium or offered by download), the Site services, the Site and all other software, features, tools, web sites, and services provided by or through the Site.

#### ***ADDITIONAL TERMS AND CONDITIONS FOR OTHER SERVICES OR PRODUCTS***

You agree and understand that certain Site Products, features and services offered by or through the Site (including services from the Client) may be subject to additional terms and conditions or registration requirements.

You agree to abide by these additional terms and you further agree that a violation of those terms while you are accessing the data and or services through the Site shall constitute a breach of these Terms of Service.

#### ***MODIFICATIONS TO THE TERMS OF SERVICE***

The Client, through the Site, may change the Terms of Service at any time and in its sole discretion. The modified Terms of Service will be effective immediately upon posting and you agree to the new posted Terms of Service by continuing your use of the Site. If you do not agree with the modified Terms of Service, your only remedy is to discontinue using the Site and cancel your registration.

#### ***REQUIREMENTS FOR USE OR REGISTRATION ON THE SITE, ITS DATA AND PRODUCTS***

The Site is open to members and administrators of the programs approved for participation by the Client. By registering on the Site and using the Site you represent and warrant that you are eligible to register as a member of one of these participating organizations.

#### ***RESPONSIBILITY FOR CONTENT OF YOUR INFORMATION PROFILE AND ACTIVITY UNDER YOUR USERNAME***

You represent and warrant that you have adequate legal capacity to enter into binding agreements such as these Terms of Service. Some parts of the Site may require the user to register and provide information to the Site, such as name, email address, gender, date of birth, Drivers License information, proof of education, proof of professional licensure, DEA license number, medical board certification, National Practitioner Database status, Inspector General status, active clinical practice status, active clinical privileges, and any other credentialing information (hereinafter, all the foregoing will collectively be referred to as Registration Information) as may be deemed necessary by the Client.

If you register on the Site, you agree to provide accurate and complete Registration Information and you agree to keep such information current.

As part of the registration process, you will be asked to provide a username and password. You will be responsible for all activities occurring under your username and for keeping your password secure.

By successfully accepting the terms of service and completing the Registration Information, and receiving confirmation from the Client, you will be a registered on the Site and have an information profile ("Profile") which you can access online with your username and password. Your username and password are required to access the Site. When you complete the registration process, a confirmation email will be sent to you with instructions on how to log in.

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You agree that you are solely responsible for the content of all information provided by you. You agree to provide accurate, non-misleading, and complete information in all areas of the Site and to maintain and update such information in order to maintain its honesty, accuracy, and completeness. At any time, you may update information regarding your Profile. Whenever you post any information on or to the Site, You agree to provide accurate and complete information.

You agree:

- Not to post any false, misleading, discourteous, unprofessional or inappropriate information to the Site;
- Not to discuss information in 'restricted' or confidential areas of the Site which you may have access to;
- Not to use an automated information collection mechanism or manual information collection process to monitor, collect, or copy information contained in the Site;
- Not to distribute information found on the Site.

Further, you represent and warrant that you will not do any of the following in connection with the Site or your use of the Site:

- Violate, intentionally or unintentionally, any applicable local, state, national, or international law or regulation;
- Infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy.
- Upload, post or transmit any information that you do not have the right to post or transmit under any law, contractual duty or fiduciary relationship, including but not limited to inside information, proprietary and confidential information learned as part of employment contract, or information learned under a nondisclosure agreement or obtained in a wrongful manner;
- Upload, post, or transmit any information that is unlawful, untrue, fraudulent, harassing, libelous, defamatory, abusive, tortuous, threatening, harmful (including but not limited to viruses, Trojan horses, time bombs, cancel bots, corrupted files, or any other programming routines that are intended to damage, detrimentally interfere with, intercept or expropriate any system data or information) or is otherwise objectionable;
- Access, tamper with, or use areas of the Site you are not strictly authorized to access (Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution);
- Do anything which would create or impose an unreasonable or disproportionately large burden or load on the Site;
- Frame or link to the Site except as permitted in writing by the Client;
- Impersonate any person or entity, falsely state your identity or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;

The Client and/or your program administrators reserve the right to revoke your account upon the discovery that the information you have provided is intentionally misleading, not true, not complete, or not accurate.

### **REGISTERED USER INFORMATION**

The Privacy Policy explains how the Site collects and uses information you have provided or seek to access. You consent to the Site using your Registration Information and other information collected by the Site under the Site Privacy Policy.

By registering with or using the Site, you consent to the collection and use of your Registration Information and the transfer of this information to the Client and authorized third-parties for processing and storage. Additionally, you agree that the Client may use various services or technologies to authenticate you and your identity and credentials on the Site, help store your Registration Information and transaction-related information, and enable authorized users to access the information you provide on the Site in the event of a declared emergency or disaster. In the event of a declared emergency or disaster, authorized personnel will access your profile to verify your credentials, or they will contact you regarding your availability to serve in a designated area in a manner that most closely matches the skills and experience that you have described on your profile.

You understand that, at all times, your Registration Information and any information that relates to you belongs to the Client.

### **YOUR RESPONSIBILITY**

You are responsible for all activity made by you or anyone you allow to provide information on your profile, including your family or friends. You agree to keep confidential the passwords associated with your Registration Information.

You may not use the Site while driving, operating hazardous equipment, or engaging in other forms of hazardous activities.

You are responsible for any materials you post or make available on or through the Site.

### **COMMUNICATIONS**

You are responsible for obtaining your own Internet access, such as maintaining all telephone, computer hardware and other equipment needed for access to and use of the Site, related Products, and all charges related thereto. Any telephone or other communications charges incurred by you to access the Site or any Site Products are your responsibility.

### **YOU MAY USE THE SITE AND SITE PRODUCTS FOR LAWFUL PURPOSES ONLY**

You may use the Site and Site products for lawful purposes only. You may not post on or transmit through community areas (e.g., message boards, email, calendars) or other means, any material that (1) violates or infringes in any way upon the rights of others, (2) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, (3) encourages conduct that would constitute a criminal offense, (4) gives rise to civil liability, (5) violates any policies posted in any community areas or (6) otherwise violates any law. You also may not undertake any conduct that restricts or inhibits any other user from using or accessing the data on the Site or on any Site Products.

### **NO UNAUTHORIZED ACCESS**

You may not harvest or collect information about the Site users unless prior written permission is obtained from the Client. You may not harvest or collect information about the Site users and or registrants of the Site or any Site Product for the purpose of sending unauthorized bulk communications. Any violation of these provisions may result in

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immediate termination of your registration account or access to the Site Database and further legal action. You agree that the Client may take any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within the Site's networks.

#### ***RESTRICTIONS ON ACCESS TO OR USE OF THE SITE AND SITE PRODUCTS***

You may access the Site and Site Products only through the interfaces and protocols provided or authorized by the Client. You agree that you will not access the Site or Site Products through unauthorized means, such as unlicensed software clients, and that you will only use the Site and Site Products in conjunction with the Client's authorized products and components.

#### ***EXPORT RESTRICTIONS***

You acknowledge that the Site, or any use of any Site Product thereof, or portion thereof may be subject to the export control laws of the United States. You will not export, re-export, divert, transfer or disclose any portion of the Site or Site products or any related technical information or materials, directly or indirectly, in violation of any applicable export law or regulation.

#### ***NO RESALE OF SITE OR SITE PRODUCTS***

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion of the Site or Site Products, or access to the Site or Site Products.

#### ***INJUNCTIVE RELIEF***

You acknowledge that any use of the Site contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Site or Site Products may cause irreparable injury to the Client and its agents, contractors, sub-contractors, third party service providers, affiliates, and any other party authorized to resell, distribute, or promote the Site, or Site Products. Under such circumstances the Client and its agents, contractors, sub-contractors, third party service providers, and affiliates will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

#### ***NO SUPPORT BY THE STATE OF TENNESSEE ON THE SITE***

You understand that your use of the Site and any Site Product is at your own risk and that the Client provides no assistance other than the information posted on the Site. The Client is under no obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the Software.

#### ***NO ENDORSEMENT***

The Site and Site Products may contain links to other web sites, resources and advertisers. The Client is not responsible for the availability of these external sites nor does it endorse, or is it responsible for, the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such external sites.

Under no circumstances shall the Client be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with the use of or reliance on any content, goods or services available on such external sites. You should direct any concerns to such external Site administrator or Webmaster.

***DISCLAIMER OF WARRANTY***

YOUR USE OF THE SITE AND SITE PRODUCTS AND SOFTWARE IS AT YOUR SOLE RISK. THE SITE AND SITE PRODUCTS AND SOFTWARE ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. SPECIFICALLY, THE STATE OF TENNESSEE DISCLAIMS IMPLIED WARRANTIES THAT THE SITE AND SITE PRODUCTS AND SOFTWARE ARE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. THE STATE OF TENNESSEE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR SITE PRODUCTS AND SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR SITE PRODUCTS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SITE OR SITE PRODUCTS AND SOFTWARE WILL BE CORRECTED. THE STATE OF TENNESSEE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SITE PRODUCTS, SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THE STATE OF TENNESSEE PROVIDES THE SITE AND SITE PRODUCTS AND SOFTWARE ON A COMMERCIALY REASONABLE BASIS AND DO NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS OR USE THE SITE OR SITE PRODUCTS AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT THE SITE WILL HAVE ADEQUATE CAPACITY FOR SITE PRODUCTS AS A WHOLE.

***LIMITATION OF LIABILITY***

THE STATE OF TENNESSEE'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH THE STATE OF TENNESSEE (INCLUDING WITHOUT LIMITATION YOUR USE OF THE SITE AND SITE PRODUCTS) IS TO DISCONTINUE YOUR USE OF THE SITE AND SITE PRODUCTS. THE STATE OF TENNESSEE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF THE SITE OR ANY SITE PRODUCT, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE OR SITE PRODUCTS. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL OR PERSONAL DAMAGES OR LOSSES, EVEN IF THE STATE OF TENNESSEE HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE STATE OF TENNESSEE'S LIABILITY IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

THE STATE OF TENNESSEE DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH THE SITE OR ANY SITE PRODUCT, AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Client, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of the Site and Site Products. The Client reserves the right, at its own expense and in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

You agree to indemnify and hold harmless the Client for losses incurred by you, any person, private entity, local, state or federal governmental entity, or another other party due to:

- Damages resulting from an unauthorized person or entity who has obtained your profile information and misused same;
- Damages resulting from your registration information as a result of your failure to use reasonable care to keep your registration information confidential;
- Damages resulting from your failure to use reasonable care while using any Site Products.

### **CHOICE OF LAW AND FORUM**

These terms of Service shall be governed and construed in accordance with the laws of the State of Tennessee. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Service or your use of the Site shall be filed only in the state or federal courts located in the State of Tennessee, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. The foregoing provision may not apply to you depending on the laws of your jurisdiction.

### **WAIVER AND SEVERABILITY**

Failure by either party to exercise any of its rights hereunder or to enforce any provision of, these Terms of Service will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve, as nearly as possible, the same economic effect of the original provision, and the remainder of this Agreement will remain in full force and effect.

### **TERMINATION**

The Client has the right to terminate your registration and registration account or your access to any Site Products for any reason in the Client's sole discretion, including but not limited to termination, if it considers your use to be unacceptable, or in the event of any breach by you of the Terms of Service (either directly or through breach of any other terms and conditions or operating rules applicable to you). The Client may, but shall be under no obligation to, provide you a warning prior to termination of your use of the Site or Site Products.

### **TRADEMARKS**

All trademarks appearing on the Site and on any Site Products are the property of their respective owners.

### **MISCELLANEOUS**

The provisions of these Terms of Service addressing disclaimers of representations and warranties, limitation of liability, indemnity obligations, intellectual property, and governing law shall survive the termination of these Terms of Service, your registration with the Site and use of any Site Products.

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These Terms of Service and any operating rules for any areas of functionality of the Site and Site Products established by the Client constitute the entire agreement between the Client and you, regarding the subject matter of these Terms of Service, and supersede all previous written or oral agreements. In the event of any inconsistency between these Terms of Service and any such other terms of use or operating rules of a specific Site Product, these Terms of Service will supersede such other terms of service or operating rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

## Privacy Policy

### OVERVIEW

The Tennessee Department of Health, Emergency Preparedness and its agents, contractors, sub-contractors, and third party service providers (collectively, "the Client") is strongly committed to protecting the privacy of registrants and users of its products and services. Throughout cyberspace, we want to contribute to providing a safe and secure environment for you, our users.

The purpose of this Privacy Policy is to inform you, as a visitor, to the Site or user of any Site content, what kinds of information we may gather about you when you visit the Site, how we may use that information, whether we disclose it to anyone, and the choices you have regarding our use of, and your ability to correct, the information. This privacy policy applies to the Site and any Site content that incorporates this policy. Please note that this policy applies only to the Site and Site content, and not to other companies' or organizations' Web sites to which we link.

### INFORMATION ABOUT ALL SITE VISITORS

In general, our site automatically gathers certain usage information like the numbers and frequency of visitors to the site. This is very much like television ratings that tell the networks how many people tuned in to a program. We only use such data in the aggregate. This aggregate data helps us determine how much you use parts of the site, so we can improve our site to assure that it is as appealing as we can make it for as many of you as possible. For example, the <https://tnmrc.org> site offered by the Client uses a technology nicknamed "cookies" that tells us how and when pages in our site are visited, and by how many people. We also may provide statistical "ratings" information, never information about you personally, to our Site partners about how you (volunteers and other entities that access the data) collectively, use the site.

Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent.

### DISCLOSURE

We do not use or disclose information about your individual visits to the Site or information that you may give us on the Site, such as your name, email address, gender, date of birth, social security number, Drivers License information, proof of Education, proof of healthcare professional licensure, DEA license verification, Medical Board Certification, National Practitioner Database Status, Office of Inspector General LEIE Status, Active Clinical practice status, Active clinical privileges, and any other credentialing information (the Registration Information) as may be deemed necessary by us, to any outside entities. The Client, through the Site, may share such information in response to legal process, such as a court order or subpoena, or in special cases such as a physical threat to you or others. And, as we mention above, we may share with our Web site partners aggregated statistical "ratings" information about the use of the Site.

### SITE PRIVACY POLICY CHANGES

If we decide to change our privacy policy for the Site, we will post those changes here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone.

If you have questions or concerns regarding this statement, you may contact the State MRC Volunteer Program Coordinator at (615) 532-7354.