

Website Privacy Policy

Bi-State Primary Care Association, Inc. (“Bi-State,” “our,” “us,” or “we”) is committed to protecting the privacy and security of the information of our website visitors (“you”). We want you to understand how we collect and use information from our websites: <https://bistaterecruitmentcenter.org/>, <https://bistatepca.org/>, and <https://centersolutionsllc.com/> (the “Sites”) and our related services, (together with the Sites, the “Services”) so you can interact with us with confidence. By using the Services, you accept and agree to the practices this Privacy Policy describes. If you do not agree to any of the terms in this Privacy Policy, you should not use the Services.

What Information Do We Collect?

When you use our Services, we may collect, store, and process various kinds of data, including Personal Information about you. “Personal Information” refers to information about you that can be used to identify you, such as your name, address, telephone number, e-mail address, credit card information, or transaction information.

Specifically, we may collect, store, or process information when you:

- Submit a form on the Sites;
- Contact us with inquiries, including via email; or
- Voluntarily provide information.

We may also collect details of your visit to our Sites and the pages you access, including, but not limited to, traffic data, location data, weblogs and other communication data, including your IP address, browser type, the date and time you accessed or left the Sites, and which pages you viewed. Some parts of our Sites use cookies and other technologies to collect this information about your general internet usage. See the section below called “How We Use Tracking Technologies” to learn more.

Why We Collect Information

We use your information for the following purposes:

- To present our Services to you;
- To personalize your experience;
- To provide you with information, products or services, including customer service that you request from us;
- To allow you to participate in any interactive features on our Services;
- In any other way we may describe when you provide the information;
- To improve our Services;
- To perform analytics to learn about the behavior of our Service users;
- For any other purpose with your consent;
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Information held by us about our Site visitors is among the assets transferred.

How We Use Tracking Technologies

We use cookies (small text files stored in your browser) and other techniques such as web beacons (small, clear picture files used to follow your online activities) (“Tracking Technologies”). Tracking Technologies collect information that tells us how you use our Sites, web-related products and Services. The use of Tracking Technologies does not give us access to the rest of your computer.

This, in turn, helps us make our Services relevant to your interests and needs. We use a number of different Tracking Technologies, including functional, performance, advertising, and social media or content cookies.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the Personal Information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** Most browsers accept cookies automatically. You may be able to set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. For instructions, check your browser's technical information. If you disable or refuse cookies, please note that some parts of these Sites may then be inaccessible or not function properly. However, you can still reach us by telephone or email. Please note that cookie-based opt outs must be performed on each device and browser that you wish to have opted out.
- **Google Analytics.** We may use Google Analytics to improve our Sites' functions. You can choose not to be included in Google Analytics by visiting <https://tools.google.com/dlpage/gaoptout>.

"Do Not Track" Requests

Our Site currently does not respond to "do not track" or similar signals.

How Do We Disclose Your Personal Information?

We may disclose your Personal Information as follows:

- With affiliates, contractors, service providers, and other third parties we use to support our business;
- To fulfil the purpose for which you provide it;
- For any other purpose disclosed by us when you provide the information;
- With your consent;
- With affiliates if you opt-in to receiving communications from affiliates;
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which Personal Information held by us about the Website users is among the assets transferred;
- To enforce any agreement, including any applicable terms of service;
- To establish or exercise our right to defend against legal claims;
- To law enforcement and other government authorities such as legislatures, courts, agencies and litigants if we reasonably believe that such action is necessary to: (a) comply with the law and the reasonable requests of governmental authorities; (b) comply with legal process; (c) respond to requests from public or government authorities, including public or government authorities outside your country of residence; (d) protect the security or integrity of the Services' information systems; and/or (e) exercise or protect our rights, privacy, safety or those of affiliates, clients, you or others; and
- If we reasonably believe disclosure is necessary or appropriate to protect the rights, property, or safety of Bi-State or others.

How Do We Protect Your Information?

To protect your Personal Information, we take commercially reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered, or destroyed. However, no data protection procedures are entirely infallible. As a result, while we strive to protect your Personal Information, we cannot guarantee that it will be 100% secure. Your transmission of your information to our Sites thus is done entirely at your own risk.

Third-Party Websites

Our Sites may contain links to other sites, including those of third parties or partners. While we seek to link only to sites that share our high standards and respect for privacy, we cannot be responsible for the privacy practices other websites use. By accessing other third party websites or applications through our Site, you are consenting to the terms and privacy policies of those websites. It is possible that other parties may collect personally identifiable information about your online activities over time and across different web sites when you use our Site.

International Visitors

Our Sites are hosted and operated in the United States ("US"). By using these Sites, you are consenting to the transfer of your Personal Information to the US. If you are accessing our Sites from outside the US, please be advised that US law may not offer the same privacy protections as the law of your jurisdiction.

California Visitors

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Sites that are California residents to request certain information regarding our disclosure of Personal Information to third parties for their direct marketing purposes. To make such a request, please send an email to snoon@bistatepca.org.

Users Only of Legal Age of Majority

Our Services are not intended for children under 13 years of age. We do not knowingly collect Personal Information from children under 13. If you are under 13, do not use or provide any information on this Services or on or through any of its features/register on the Services or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or username you may use. If we learn we have collected or received Personal Information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13 without verifiable parental consent, please contact us at snoon@bistatepca.org.

Review and Correction of Your Information

You may review and edit the information we collected about you at any time by contacting us at the addresses listed at the end of this privacy policy. If your information has been shared with a third party, as described elsewhere in this Privacy Policy, then that third party has received its own copy of your data. If you have been contacted by one of these third parties and wish to correct or delete your information, please contact them directly.

Privacy Policy Updates

We update the Privacy Policy from time to time, so please review it regularly. If we materially change our Privacy Policy, we will notify you by posting a notice on our Sites. Your continued use of our Sites will be deemed your agreement that your information may be used in accordance with the new policy. If you do not agree with the changes, then you should stop using the Sites and notify us that you do not want your information used in accordance with the changes.

Contacting Us

We welcome any questions, comments, or complaints you may have regarding this Privacy Policy. Please do not hesitate to contact us by clicking on the Contact Us link on our home page or by writing to us: 525 Clinton Street, Bow, NH, 03304.

Website Terms of Use

Welcome to the Bi-State Primary Care Association, Inc. (**Bi-State**) website Terms of Use. These Terms of Use apply to your use of the Bi-State's websites at <https://bistaterecruitmentcenter.org/>, <https://bistatepca.org/>, and <https://centersolutionsllc.com/> (the **Website**). Bi-State has established the following terms and conditions (this **Agreement**) with which you must comply when you access and view the Website. All references to "you" refer to you and the entity on behalf of which you access or view the Website.

BY ACCESSING AND VIEWING THE WEBSITE, YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, THEN DO NOT ACCESS OR VIEW THE WEBSITE.

Bi-State may update this Agreement from time to time, in its sole discretion. All changes to this Agreement will be posted on this page and are effective as of the date they are posted. Accordingly, you should periodically visit this page to review the terms of this Agreement. Your access and viewing of the Website after a modification to this Agreement constitutes your acceptance of the modification.

1. OWNERSHIP

(a) Bi-State owns or licenses all right, title and interest in and to the Website. Bi-State and its licensors own, license, or have obtained permission for all information, including text, reports, analyses, data, graphics, files, documents, images, sound recordings, audio and visual clips, interactive features, photographs, programs, applications, software, scripts and any other content that you may access and view on the Website, as well as the collection, design, production, selection, layout, function, arrangement and "look and feel" thereof, other than re-publication of, or links to, otherwise publicly available information (collectively, the **Bi-State Material**). Bi-State may incorporate third party software as part of the Website, and all such third-party software is subject to additional terms provided by the third-party licensor. The names, trademarks, logos, slogans, and taglines appearing on the Website (collectively, the **Trademarks**) are owned by or licensed to Bi-State and, if licensed, are used with permission of the owner. The Trademarks and Bi-State Material are protected by trademark, copyright, and other intellectual property laws. Bi-State requires you to respect the intellectual property rights that Bi-State and its third-party licensors have in the Bi-State Material and in the Trademarks, as the case may be. No right or license is granted or implied to otherwise use any copyrighted material, registered or unregistered trademarks, or any other intellectual property rights of any third party. Nothing on this Website constitutes any grant of license, or offer to grant a license of any kind, express or implied, under any patents owned or licensed by Bi-State, and any implied licenses under any such patents are expressly disclaimed.

(b) You acknowledge and agree that any questions, comments, ideas, feedback, or other information (collectively, **Feedback**) provided by you to Bi-State are not confidential and may be used by Bi-State as it deems appropriate, without attribution or remuneration and in its sole discretion, to enhance the user experience or for other legitimate commercial or non-commercial purposes. By providing any Feedback, you represent and warrant that you have all rights necessary to confer upon Bi-State the rights to Feedback detailed above. Further, you acknowledge and agree that Bi-State is not obligated to review Feedback or any other content that you submit to Bi-State or the Website, but Bi-State reserves the right to, in its sole discretion, delete any Feedback or content provided by you.

2. YOUR LICENSE

The Website and Bi-State Material are the property of Bi-State or its licensors, and are protected by copyrights, trademarks and other proprietary rights and laws. Bi-State hereby grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable, and non-assignable license to access, download, copy, or use the Bi-State Material for purposes of research, education, private study and news reporting and publicity without needing to seek additional explicit permission from Bi-State, subject to compliance with this Agreement including, without limitation, the following:

- The Bi-State Material may not be modified;
- You must retain all copyright and other proprietary notices contained in the content;
- Bi-State content may only be used in a factual manner;
- Bi-State must be acknowledged as the source of the content; please reference as “Courtesy of Bi-State Primary Care Association, Inc.”
- Bi-State content may not be used to state or imply an endorsement by Bi-State or by any Bi-State employee of a commercial product, service, or activity, or used in any manner that might, in any way, be construed as misleading;
- You may not use the Media Library or any content herein for any illegal or unauthorized purpose;
- Bi-State content may not be used in connection with any profane, defamatory, infringing, harassing, obscene or unlawful intent, topic, material, or information, as determined exclusively by Bi-State.

All rights not expressly granted to you under this Agreement are reserved by Bi-State.

3. DISCLAIMER OF WARRANTIES

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE WEBSITE AND BI-STATE MATERIAL ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESSED OR IMPLIED. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY CONTAINED HEREIN, BI-STATE DOES NOT WARRANT THAT ANY BI-STATE MATERIAL WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE ERROR FREE OR NON-INFRINGEMENT. WHILE BI-STATE UTILIZES COMMERCIALY AVAILABLE ANTI-VIRUS METHODS AND PROTECTION, BI-STATE DOES NOT WARRANT OR GUARANTEE THAT FILES AVAILABLE FOR DOWNLOADING THROUGH THE WEBSITE WILL BE FREE OF VIRUSES OR HARMFUL CODE.

BI-STATE MATERIAL MAY CONTAIN INACCURATE OR OUT-OF-DATE INFORMATION OR TYPOGRAPHICAL OR SPELLING ERRORS. BI-STATE RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES, STALENESS OR OMISSIONS IN BI-STATE MATERIAL; HOWEVER, BI-STATE UNDERTAKES NO OBLIGATION TO UPDATE, AMEND OR CLARIFY BI-STATE MATERIAL, EXCEPT AS REQUIRED BY LAW. BI-STATE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING: (I) THE TRUTH, ACCURACY, COMPLETENESS, TIMELINESS, LEGALITY OR RELIABILITY OF ANY BI-STATE MATERIAL, (II) ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE WEBSITE OR (III) ANY RESULTS TO BE OBTAINED FROM USING BI-STATE'S PRODUCT OR SERVICE OFFERINGS PRESENTED ON THE WEBSITE OR RELYING ON THE BI-STATE MATERIAL OR THE WEBSITE.

IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE ACCESSING AND VIEWING THE WEBSITE.

4. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOU ARE ACCESSING AND VIEWING THE WEBSITE AND THE BI-STATE MATERIAL AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BI-STATE OR ITS

LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL LOSSES, DAMAGES, OR EXPENSES, DIRECTLY OR INDIRECTLY RELATING TO THE USE OR MISUSE OF THE WEBSITE OR BI-STATE MATERIAL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS UNENFORCEABLE BY APPLICATION OF LAW, THEN BI-STATE'S TOTAL LIABILITY TO YOU SHALL NOT, IN THE AGGREGATE, EXCEED ONE HUNDRED DOLLARS (\$100.00).

5. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Bi-State and its affiliates, officers, directors, members, managers, employees, contractors, agents, advisors and independent contractors from and against any action, claim, demand, damages, costs or expenses (including attorneys' fees and court costs) arising out of: (a) your access, viewing or use of the Website or Bi-State Material, (ii) any conduct by you that violates the terms of this Agreement, (iii) your infringement of the intellectual property rights of third parties, or (iv) your failure to comply with any applicable laws or regulations.

6. FORCE MAJEURE

Bi-State shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any cause beyond Bi-State's control. Certain obligations may require the cooperation of third parties outside the control of Bi-State. In the event such third parties fail to cooperate in a manner that reasonably permits the performance of Bi-State's obligations, such failures shall be considered as causes beyond the control of Bi-State and shall not be the basis for a determination that Bi-State is in breach of any of its obligations under this Agreement or is otherwise liable.

8. GENERAL PROVISIONS

(a) Relationship Between the Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture or other similar legal relationship between you and Bi-State; nor will either party hold itself out as an agent, partner, or joint venture party of the other party.

(b) Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by all parties to be bound thereto.

(c) Governing Law; Arbitration. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the internal laws of the State of New Hampshire without regard to the conflict of law provisions thereof. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced exclusively in a court of the State of New Hampshire, or any United States District Court in the State of New Hampshire, and you and Bi-State irrevocably submits to the venue of, and agrees not to object to the exercise of personal jurisdiction by, such court in any such suit, action or proceeding.

(d) Assignment. Bi-State may, at any time, in its sole discretion, and without notice to you, assign some or all of its rights and obligations under this Agreement. You may not assign your rights or delegate your duties under this Agreement without the prior written consent of Bi-State.

(e) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall be deleted and shall not affect any other provision of this Agreement.

(f) Entire Agreement. This Agreement and Bi-State's Privacy Policy constitute the entire agreement between you and Bi-State with respect to your use of the Website.

9. CONTACT INFORMATION

If you have questions or concerns with respect to this Agreement or the Website, please contact Bi-State using the Contact Us link on our homepage or by mail:

525 Clinton Street
Bow, NH 03304