

MBIPC SLACK WORKSPACE TERMS OF USE

1. About the MBIPC Slack Workspace

- 1.1. The MBIPC Slack Workspace (the 'Workspace') provides you with an opportunity to engage with MBIPC and its members through resource and information sharing. There are a number of ways to share information in the Workspace including direct chats, file sharing, and group conversations in designated channels.
- 1.2. The Workspace is operated by Slack Technologies, Inc. and is maintained/hosted by the MBIPC Board of Directors, or designee. Please read these terms and conditions (the 'Terms') carefully. By signing into the Workspace, this signifies that you have read, understood, and agree to be bound to the Terms. If you do not agree with the Terms, you must cease usage of the Workspace.
- 1.3. MBIPC reserves the right to review and change any of the Terms by updating this document at its sole discretion. When MBIPC updates the Terms, it will use reasonable endeavors to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. MBIPC recommends you keep a cop of the Terms for your records.

2. Acceptance of the Terms

2.1. You (the 'User') accept the Terms by signing into the Workspace

3. Terms

- 3.1. **Security:** It is the obligation of User to safeguard their unique sign-on information to the Workspace by measures including, but not limited to, not sharing their username and/or password.
- 3.2. **HIPAA Compliance:** It is the obligation of User to comply with HIPAA privacy and security laws. No Protected Health Information, including personal health information of a person receiving services by User shall be used in any feature in the Workspace. For more information on HIPAA laws, visit: Summary of the HIPAA Privacy Rule | HHS.gov.
- 3.3. **Anti-Trust Communication:** Pursuant to Federal and State Antitrust Laws, certain topics may not be discussed, formally or informally, among competitors. The Federal Trade Commission's Guide to Antitrust Laws provides educational information on Dealings with Competitors. Below are a few examples of areas that raise anti-trust concerns; thus not permissible in the Workspace. For more information on Anti-Trust laws, visit: <u>The Antitrust Laws | Federal Trade Commission (ftc.gov)</u>
 - 3.3.1. Price Fixing An agreement (written, verbal, or inferred from conduct) among competitors that raises, lowers, or stabilizes prices or competitive terms. Discussions concerning any terms or conditions of any participating users, including but not limited to topics involving pricing data or capacity, are not acceptable.
 - 3.3.2. Market Division or Customer Allocation –agreements among competitors to divide sales territories, or assign customers or bids, are almost always illegal. Discussions involving allocations of markets, including but not limited to conversations regarding territories, are not acceptable.



- 3.3.3. Group Boycotts Any company may, on its own, refuse to do business with another firm, but an agreement among competitors not to do business with targeted individuals or businesses may be an illegal boycott. Discussions regarding boycotts of individuals, classes of individuals or companies, including but not limited to discussions aimed at "Seal of Approval" type of programs are improper.
- 3.4 **Use of Resources:** Resources shared in the Workspace are meant as a benefit to the User engaged in the workspace. User may share information and resources among their respective organization; however, User does not share resources and information obtained in the Workspace widely without credit to the Workspace host (MBIPC).
- 3.5 **Workspace Etiquette:** The use of the Workspace is for professional purposes, and engagement with other users should remain professional. Behavior that can be perceived as offensive, harassment, bullying, degradation, or intimidation is prohibited.
- 3.6 Payment: Payment for use of the Workspace must be received by MBIPC before access is granted. Payment is for one year of access (contingent upon continued membership status). Price changes announced during the current access period will only be applied at renewal for access to the workspace.
- 3.7 **Membership Status:** Access to the Workspace is dependent on maintaining an active membership status with MBIPC, as well as paying the additional annual fees for the Workspace. User is removed if membership dues and/or workspace fees are 30-days past due.