

Social Solutions Global, Inc. Referral Network Terms and Conditions

These terms and conditions (“Terms”) govern your and your organization’s (“You” or “Your”) use of the Social Solutions Global, Inc. (“SSG”) Referral Network, effective as of your first date of use (“Effective Date”). The Terms describe how You are able access and use the Referral Network and are supplemental to SSG’s Master Services Agreement or other legal terms You entered into with SSG if You are an existing SSG Client. Whether You are an existing SSG Client, or only using the Referral Network, You agree to these Terms by accessing and using the Referral Network. If You do not agree to these Terms, do not access or use the Referral Network. If You accept or agree to these terms on behalf of an organization or other legal entity, you represent and warrant that You have the authority to bind such organization or other legal entity to these Terms.

DEFINITIONS

“**Acceptable Use Policy**” is the policy that describes a User’s acceptable usage of any of SSG’s SaaS Services, including the Referral Network, and is incorporated by reference and located here: <https://www.socialsolutions.com/legal/acceptable-use-policy/>

“**Content**” means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

“**Client**” means a subscriber or User of SSG’s SaaS Services, as documented in a separate order form or other agreement entered into with SSG.

“**Independent Client Activity**” means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

“**Referral Network Organization**” means an organization or program that provides community, social, or other services to individuals and makes or accepts referrals through SSG’s Referral Network.

“**SaaS Services**” means the software as a service and the subscription products and services provided by SSG, including but not limited to the Referral Network.

“**Users**” are the duly authorized users of Client or a Referral Network Organization.

CHANGES TO TERMS

SSG may modify the Terms from time to time in our sole and reasonable discretion. We will post any such changes to our website. If You object to any change(s), your sole option is to stop using the Referral Network. Continued use of the Referral Network following the posting of such changes will constitute acceptance of the changes.

REFERRAL NETWORK ORGANIZATION REGISTRATION AND OPT OUT

If You would like to include Your organization within the Referral Network, You may opt in by checking the “Join the Community Referral Network” box within the User portal in the SaaS Services. In the alternative, if You would like to opt out of the Referral Network and have Your organization’s information removed, You may opt out by unselecting the box “Join the Community Referral Network”. SSG will use commercially reasonable efforts to remove Your information as soon as possible.

USE OF THE REFERRAL NETWORK BY YOU AND USERS

If You or Client opt-in to the Referral Network, You and Your Users may be able to send referrals or inquiries through the SaaS Services directly to Referral Network Organizations. If You opt in to be a Referral Network Organization and receive referrals, You agree to use commercially reasonable efforts to accept or reject referrals within two (2) business days, and to use all Client Data submitted to You as part of a referral in compliance with applicable law.

Referral Network Organizations may or may not be existing SSG Clients. If You are a “Covered Entity” or “Business Associate” as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), at 45 CFR 160.103, You are responsible for ensuring that disclosures that you make to any Referral Network Organization comply with HIPAA requirements and all other applicable laws. SSG makes no representation or warranty regarding the security practices or HIPAA compliance of the Referral Network Organization, nor is SSG a Business Associate or Business Associate Subcontractor as between You and the Referral Network Organization. If You determine a Business Associate Agreement is necessary to make a referral, it is Your responsibility to obtain one with the Referral Network Organization.

You agree that You will not, and will not permit any Users to: (i) copy or duplicate any of the Content in any form, regardless of technique; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or derive the source code from which any software component of any of the Content or SaaS Services are compiled or interpreted, or attempt to do any of the foregoing; (iii) modify, alter, tamper with or repair any of the Content or SaaS Services, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Content or SaaS Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Content or SaaS Services; (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Your rights granted hereunder.

SSG reserves the right, in its reasonable discretion, to temporarily or permanently suspend or discontinue Your access to and use of the SaaS Services: (i) during planned downtime for upgrades and maintenance; (ii) during any unavailability caused by circumstances beyond SSG’s reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties; (iii) to maintain the reasonable security of Your account or the SaaS Services; or (iv) in the event of Independent Client Activity disruptive to the SaaS Services. SSG shall not be liable to You, Your Users or any other third party for any such suspension or discontinuation of Your access and use of the Referral Network or SaaS Services.

You are fully responsible for, and if You are a Client retain all right, title and interest in and to the Client Data. You grant SSG the right to use the Client Data to provide the Referral Network and related referrals to Referral Network Organizations. Notwithstanding anything else in these Terms or other agreement between the parties, SSG may monitor Your use of the Referral Network and utilize data and information related to such use, and compile Client Data in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Referral Network (“Aggregate Data”). As between SSG and You, all right, title and interest in the Aggregate Data and all intellectual property rights therein, belong to and are retained solely by SSG. As a matter of clarity, such Aggregate Data does not constitute Your confidential information, nor will it include any identifiable Client Data.

PRIVACY POLICY AND SECURITY

SSG’s Privacy Policy (“Privacy Policy”), available at <https://www.socialsolutions.com/legal/privacy-policy> describes our collection and usage of information otherwise not set forth in these Terms. SSG will also implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure.

SPECIFIC TERMS FOR REFERRAL NETWORK ORGANIZATIONS

By opting into the Referral Network or accepting a referral, or through any other method that may now or in the future become available, You represent and warrant that You are authorized to act on Your own behalf, and on the behalf of the Referral Network Organization to agree to these Terms. Referral Network Organizations and their Users are granted access to certain functionality through SaaS Services, including SSG’s Apricot software, to help the Referral Network Organization with intake, communication and other tasks related to individuals who are seeking services from them.

You understand that unless You opt out, Your Referral Network Organization will be granted access to referrals and inquiries made by Users of the SaaS Services on behalf of individuals they serve and who may be seeking help from Your Referral Network Organization. These referrals constitute Client Data of the Users who submit them. SSG has and is able to grant you the limited license described in these Terms, to use any inquiry or referral only for the purpose of making further contact with the User who submitted it, or the individual who is the subject of the inquiry or referral. Your Referral Network is not permitted to use any inquiry or referral for any other purpose, unless that purpose is explicitly authorized by SSG, the User who submitted it, or the individual who is the subject of the inquiry or referral. Obtaining consent from the appropriate individual(s) for any other use of referrals or inquiries is Your sole responsibility. You agree that between You and SSG, You and Your Referral Network Organization are solely liable for its use of any referrals or inquiries sent to it, whether or not such use is not explicitly authorized by these Terms. SSG reserves the right, but does not have any obligation, to terminate these Terms according to the terms of Section, if we discover that Your Referral Network Organization is misusing referrals or inquiries from other Users.

If Client or Your Referral Network Organization provide services to individuals where the records related to those services are subject to the privacy requirements established in 42 CFR Part 2 – Confidentiality of Substance Use Disorder Patient Records, You agree that Your Referral Network Organization is solely liable for maintaining compliance with 42 CFR Part 2, including but not limited to collecting proper written or electronic consent from any individual where such consent is necessary to further disclose that individual’s information for any purpose. While we may provide You with the ability to communicate with Users related to the services that You provide, it is Your and Your Referral Network Organization’s responsibility to ensure that those communications, and any other use of Client Data, are used in compliance with all applicable laws and regulations, including 42 CFR Part 2.

EMAIL COMMUNICATIONS

By using the Referral Network and/or accepting referrals, You consent to receiving email communications from SSG, including outreach emails from SSG’s sales team. These email communications may include transactional information, marketing information, and other information concerning or related to the SaaS Services or Referral Network. SSG will honor all opt outs submitted in response to marketing or sales communications, in compliance with applicable law. You agree that any notices, agreements, disclosures or other communications that SSG sends You electronically will satisfy any legal communication requirements, including that such communications be in writing.

PROPRIETARY RIGHTS

The SaaS Services, Referral Network, and all equipment, infrastructure, websites and other materials provided by SSG will always remain the exclusive, sole and absolute property of SSG or its licensors. You hereby assign rights to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information you provide relating to the SaaS Services or Referral Network. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services, Referral Network, and the related logos, names, etc. and all rights not expressly granted are reserved by SSG and its licensors. You may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services, Referral Network, or other Content provided by SSG.

INDEMNITY

You agree to indemnify and defend SSG against any third party claims related to or in connection with: (i) independent User Activity; (ii) Your or Your Users’ conduct of these Terms; or (iii) Your party of Referral Network, SSG, or federal laws or regulations by You and Your Users.

DISCLAIMER OF WARRANTIES

THE REFERRAL NETWORK AND CONTENT ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE REFERRAL NETWORK AND CONTENT, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY


IN NO EVENT WILL SSG (OR ITS AFFILIATES, SUBSIDIARIES, LICENSORS OR AGENTS) BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF REGARDLESS, BUSINESS INTERRUPTION, COSTS OF LOSS OR DOWNTIME, WITHOUT DATA, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SSG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF SSG IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE GREATER OF \$500 OR THE LICENSE FEE YOU PAID FOR REFERRAL NETWORK. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

LOCAL LAWS; EXPORT CONTROL

We control and operate the Referral Network within the United States of America and it may not be appropriate or available for use in other locations. If You use the Referral Network outside the United States of America, You are solely responsible for following applicable local laws.

GENERAL

This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.



Who We Serve

- Nonprofit Organizations
- Public Sector
- Philanthropists

Products

- Apricot 360
- Apricot Essentials
- Apricot Core
- Penelope
- ETO

Solutions

- Case Management
- Participant Connection
- Community Network
- Data Analytics
- Security
- Fundraising + CRM

Services + Support

- Training Services
- Implementation
- Support

About Us

- Story + Mission
- Culture + Careers
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- Referral Partners
- Data-Driven Champions

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