



## **BUREAU OF HEALTH STATISTICS AND REGISTRIES**

### **DAVE™ User Agreement and Confidentiality Policy**

DAVE™ is an electronic birth and death records system operated by the Commonwealth of Pennsylvania, Department of Health (DOH) that provides single-sign-on (authentication) for multiple users and a framework for electronic registration of births and deaths.

To become a DAVE™ system user, you are required to enroll in the DAVE™ system. To enroll, you must provide information about yourself and authorize DOH to verify your information by reference to other Commonwealth of Pennsylvania information sources. DOH agrees that it will only use your personal information to authenticate your identity and for administration of the DAVE™ system.

To access DAVE™ to register birth or death information, you must accept without modification all terms, conditions, and notices contained in this User Agreement. If you do not accept the terms of use in their entirety, you may not access DAVE™.

After authentication of your identity and receipt of a signed User Agreement, DOH will provide you with a DAVE™ user identification and password. It is your responsibility to keep your DAVE™ user identification and password under your personal control at all times. Your DAVE™ user identification and password can only be used by one person (yourself). Your DAVE™ password must be kept secret. You are responsible for all activities that occur under your user identification and password and you agree to notify DOH immediately of any unauthorized use of your user identification or password.

#### **MODIFICATION OF THESE TERMS OF USE**

DOH may wish to update or change the User Agreement from time to time to reflect changes in the DAVE™ system, changes in the laws affecting the DAVE™ system, or for other good reasons. DOH will make reasonable efforts to notify DAVE™ users of any changes; however, DOH reserves the right to make these changes unilaterally, and your continued access to or use of DAVE™ shall constitute your consent to such change.

#### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of the DAVE™ system, you agree that you will not use the DAVE™ system for any purpose that is unlawful or contrary to this User Agreement. You also may not use the DAVE™ system in any manner that could damage, disable, overburden, or impair the

DAVE™ system or interfere with any other person's use of the DAVE™ system. You may not attempt to gain unauthorized access to any DAVE™ account, computer systems or networks associated with the DAVE™ system. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through DAVE™.

## **ACCESS TO AND DISCLOSURE OF DAVE™ INFORMATION**

All data entered and stored in DAVE™ is to be held in strictest confidence. You agree to access only those records for which you fulfill a role in the birth or death registration process. Attempts to access other records is strictly prohibited. This web-based system maintains an audit trail of user activity within birth or death records, allowing for the monitoring of authorized user activity.

Disclosure to a third party of confidential personal and health information acquired only through access to DAVE™ is strictly prohibited. Discovery of inappropriate disclosure will result in termination of your access to the DAVE™ system.

## **TERMINATION/ACCESS RESTRICTION**

DOH reserves the right, in its sole discretion, to terminate your access to the DAVE™ system or any portion thereof at any time, without notice.

DOH also may terminate or suspend your access to the DAVE™ system for inactivity, which is defined as failing to sign in DAVE™ for an extended period of time, as determined by DOH. Upon termination of your account, your right to use DAVE™ immediately ceases.

## **GENERAL**

These Terms of Use are governed by the laws of the Commonwealth of Pennsylvania.

Nothing contained in this User Agreement is in derogation of the right of DOH to comply with governmental, court and law enforcement request or requirements relating to DAVE™ or information provided to or gathered by the Commonwealth of Pennsylvania related to use of the DAVE™ system. You agree to indemnify and hold DOH and the Commonwealth of Pennsylvania harmless for any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on DAVE™. If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this User Agreement shall continue in effect.