



DIA VirtualQ

Terms and Conditions

Thank you for using the Commonwealth of Massachusetts, Department of Industrial Accidents (DIA) VirtualQ website. Video Connect is used as a gateway to participate in Webex™-based proceedings and or meetings with DIA Dispute Resolution staff. The proceedings conducted in this manner are in accordance with G.L. c. 152 and 452 CMR 1.00 et seq. The outcome of any proceeding and the rulings of any Administrative Judge or Administrative Law Judge are binding and carry the full weight and authority of the law.

1. Users Agree to These Terms

This document contains terms of use for the DIA Video Connect website. By using the website you agree to these terms and conditions. Please note that individual state agencies or other Commonwealth entities may adopt additional terms of use that apply to specific Web-based transactions with those agencies or data posted on their websites. In addition, you should also review the DIA privacy policy to learn about information collected by the DIA, what that information is used for, and how it may be shared.

2. Audio/Video Recording is Prohibited

Any proceeding or meeting conducted using Webex™ may not be recorded by the participants or any observers via means of any electronic device or other mechanism under any circumstances. The DIA will not record any Conciliation or Conference proceedings conducted by Webex™. By agreeing to these terms and conditions the user agrees not to record a proceeding in any manner or form. 3. Public Record and Copyright. All of the material posted on the Commonwealth's websites and accessible to the public without use of an authenticating and authorizing mechanism (such as a PIN or password) is public record. Most of the public record posted on Commonwealth websites can be copied and used for any purpose. For example, all judicial opinions and all laws and regulations are public records. However, some of the public records posted on the Commonwealth's websites are also copyrighted materials (for example, regulations based on technical codes developed and copyrighted by private organizations). With respect to material copyrighted by the Commonwealth, including the design, layout, and other features of the DIA VirtualQ website, the Commonwealth forbids any copying or use other than fair use under the Copyright Act (Title 17 of the United States Code). Fair use includes activities such as criticism, comment, news reporting, teaching, research, and other related activities. In addition, please be advised that the DIA makes use of materials (including, but not limited to, photographs) copyrighted by third parties, which also cannot be copied or used for use other than fair use without permission of the copyright owner. If you want to make use other than fair use of any copyrighted information on this website, you must seek permission directly from the copyright owner. VirtualQ software is the property of Cloverhound which holds and reserves all rights to said product. The DIA respects the intellectual property of others, and we ask users of our VirtualQ website to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (DMCA) and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users, subscribers, or account holders who are deemed to be repeat infringers. We may also at our sole discretion limit access to the website



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and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

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