

LearningSpace Checklist Prefill Feature – Terms of Use

Effective Date: Nov 7, 2024

Please read these Terms of Use carefully before enabling the Checklist Prefill feature in LearningSpace. By enabling this feature, you agree to the terms outlined below.

These Terms of Use are supplemental to the LearningSpace Data Protection Policy which can be found at <https://elevatehealth.net/legal>

1. Overview of the Checklist Prefill Feature

The Checklist Prefill feature is designed to enhance efficiency by automatically generating suggested answers for FON (Faculty Observation and Narrative) checklists when specific conditions are met. By enabling this feature, you consent to the transmission and processing of relevant data using Microsoft Azure's US-based cloud services.

2. Data Processing and Conditions for Prefill Generation

- **Condition for Prefill Generation:** The Checklist Prefill feature will only activate when the following conditions are met:
 - A video has an associated transcript.
 - The video has an associated FON checklist.
 - The *Checklist Prefill Availability* setting is enabled in your LearningSpace instance.
- **Data Transmission and Processing:** When the above conditions are satisfied, LearningSpace will transmit the associated video's transcript and the relevant FON checklist to Microsoft Azure's cloud services for processing. Azure will generate a *prefill*, which is a list of suggested answers for the checklist items (if applicable).
- **Data Retention and Deletion:**
 - **Prefill Results:** Once the suggested answers are returned to your LearningSpace instance, they are securely stored in LearningSpace.

- **Deletion from Cloud Environment:** After the prefill is returned, all processed data (i.e., the transcript and FON checklist) is promptly deleted from the Microsoft Azure cloud environment.

For further details on Microsoft Azure's data processing and privacy practices, please refer to [Microsoft's Trust Center](#).

3. Data Location and Compliance

All processing related to the Checklist Prefill feature takes place within Microsoft Azure's US-based data centers. Microsoft's cloud services adhere to industry standards to protect data during transmission and processing.

4. User Rights and Responsibilities

- **Acceptance of Terms:** By enabling this feature, you acknowledge and agree to the data handling and processing practices described in this document.
- **Access to Checklist Prefill Feature:** If you disable the *Checklist Prefill Availability* setting, LearningSpace will cease generating prefills for FON checklists.
- **Data Privacy and Security:** You retain ownership of all content provided to LearningSpace, including transcripts and FON checklists. You have the right to access, correct, and delete your data in accordance with Elevate Healthcare's data management policies.

5. Limitation of Liability

Elevate Healthcare and its providers are not liable for any unauthorized access to user data or any indirect, incidental, or consequential damages associated with the Checklist Prefill feature. This limitation does not intend to restrict any legal rights you may have.

6. Amendments to Terms

Elevate Healthcare reserves the right to modify or update these Terms of Use to reflect changes in our services or compliance requirements. Users will be notified of any material changes, and continued use of the Checklist Prefill feature after such modifications constitutes acceptance of the revised terms.

For further information or assistance with the Checklist Prefill feature, please contact ls-support@elevatehealth.net.

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