



## Terms and Conditions and Non-Discrimination Notice

Last updated 11/15/2019

WellSpark Health Inc. ("WellSpark"), complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. WellSpark does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### WellSpark:

Provides free aids and services to people with disabilities to communicate effectively with us including qualified interpreters and information in alternate formats. Provides free language services to people whose primary language is not English, including translated documents and oral interpretation. If you need these services, contact WellSpark Health Inc., Civil Rights Committee.

If you believe that WellSpark has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

WellSpark's Civil Rights Committee, WellSpark Health Inc., 175 Scott Swamp Road, Farmington, CT 06034, 1-800-251-7722, and TTY number 1-800-833-8134. You can file a grievance in person at 175 Scott Swamp Road, Farmington, CT, or by mail. If you need help filing a grievance WellSpark's Civil Rights Committee is available to help you. You can also file a civil rights complaint with the U.S, Department of Health and Human Services, Office for Civil Rights, electronically through the Office of Civil Rights Complaint Portal, available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, DC 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at: <http://www.hhs.gov/ocr/office/file/index.html>

## WEBSITE TERMS AND CONDITIONS

Last Updated: April 17, 2016

THIS WEBSITE IS PROVIDED TO YOU BY WELLSPARK HEALTH INC., WHO HAS CONTRACTED WITH MEDIKEEPER INC., TO MANAGE AND OPERATE THIS PORTAL ON BEHALF OF WELLSPARK HEALTH INC.

**THESE TERMS AND CONDITIONS APPLY TO MEDIKEEPER, WELLSPARK HEALTH INC., AND YOU AS THE USER.**

**1. MediKeeper's Service**

**MediKeeper provides employee and member portals to employers, health plans and wellness companies so that they may provide their employees or members with online health and wellness portals. As an eligible employee or member (hereinafter referred to as a "user"), you may have access to various health and wellness tools such as a Health Assessment, My Tracker, Plan For Wellness and other applications. The website allows you to store, view, edit, retrieve, and manage your personal health information. The service is internet-based and allows you to have access to your personal health records anywhere, anytime. MediKeeper is committed to high levels of security and privacy.**

**2. Availability of Website**

**The website will be available to you for as long as WellSpark Health, Inc., maintains a business relationship with MediKeeper. If WellSpark Health, Inc., terminates the business relationship with MediKeeper, or MediKeeper terminates the business relationship with WellSpark Health, Inc., for any reason, you may no longer have access to the portal or the information contained within it.**

**You agree that MediKeeper, or WellSpark Health, Inc., may modify or discontinue the provision of the website, with or without notice to you. You agree that neither MediKeeper, Inc. nor WellSpark Health, Inc., will be liable to you or any third party as a result of such modification or discontinuation.**

**3. Obligations of the User**

**MediKeeper and WellSpark Health, Inc., would like to make you aware of the following information and your obligations:**

- While MediKeeper and WellSpark Health, Inc., make every effort to ensure that the medical information and references used within the website are correct and up to date, the website does not offer medical advice and is not intended to replace the advice you receive from your own doctor. If you have any questions or concerns about the information contained within the website you should consult your doctor.**
- Any information provided on the site is not intended to imply that services or treatments described or listed are covered benefits under your particular health plan. Please refer to your Membership Agreement or Plan Document for specific information about your benefits coverage.**
- The performance and loading times of the website is dependent upon many things that are not in the control of MediKeeper or WellSpark Health, Inc., including your own network performance, the age and performance of your PC, laptop, tablet or mobile device, and the availability of internet connectivity.**
- MediKeeper is not responsible for supplying any of the equipment or networks required to receive the website. This remains the responsibility of the user and/or WellSpark Health, Inc.**

- **The information you provide and enter into the website or that may be imported into the website from approved and authorized third parties may contain sensitive and personal health information. You should always logout of the website after each session to prevent unauthorized persons gaining access to your information.**
- **When you register as a user for the website you will be asked to provide a user name and password, which you will then use to login each time you wish to view the website. It is important that you protect the access to your personal health information by not sharing your user name and password with anyone, and do not write this information down in a place where someone may easily find it. Neither WellSpark Health, Inc., nor MediKeeper will be liable for any loss or damage arising from your failure to comply with this requirement.**
- **You agree to immediately notify MediKeeper and WellSpark Health, Inc., of any unauthorized use of your password or account or any other breach of security.**
- **You are responsible for the accuracy of the information you enter into the website. You will not misrepresent your identity or provide us with any false information in any information-collection portion of this website, such as a registration or application page. If you enter incorrect information, deliberately or by accident, you may compromise the accuracy of the results and information you may view in the website.**
- **You are responsible for keeping the information within the website up to date. Some of your results and information are related to dates and times, and for the results to be meaningful, it is important that they are calculated based upon the most up to date information.**
- **This website is intended for a United States audience. If you live or travel outside the U.S., you may see information on this website about products or therapies that are not available or authorized in your country.**
- **You will not use the website in any way not explicitly permitted by these Terms or the text of the website itself;**
- **You will not copy, modify or create derivative works involving the Content whether such content is currently protected via Service Mark, Trademark, or any other intellectual property protection.**
- **You will not take any action intended to interfere with the operation of the website;**
- **You will not access or attempt to access any portion of the website to which you have not been explicitly granted access;**
- **You will not directly or indirectly authorize anyone else to take actions prohibited in this section;**
- **You expressly agree to comply with all applicable laws and regulations while using the website**
- **You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 18 years of age a parent and/or guardian agrees to these Terms of Use on your behalf.**

#### **4. Privacy Policy**

**Only you are authorized to make your personal health information available to others. You can provide access to a family member, a caregiver or a doctor through the “Sharing and Permissions” function within the website.**

**Please view our full Privacy Statement, which can be accessed through the clickable link in the footer section of the site.**

#### **5. User Account, Password and Security**

**You will enter a username and password when completing the registration for the website. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account.**

#### **6. Cookies and Tracking**

**WellSpark Health, Inc., Medkeeper, or third-party service providers who have been allowed by WellSpark Health, Inc., or Medkeeper, may use various technologies (“Cookies”) to gather information from the WellSpark Health, Inc., including, but not limited to pages visited, how often they are visited, and other information about the user and their experience. WellSpark Health, Inc., and Medkeeper do not control these third-party technologies and their use is governed by the privacy policies of the third parties using such technologies.**

**You can disable Cookies by adjusting your browser settings at any time; however, this may limit your ability to take advantage of all the features on this website. There is currently no methodology to respond to web browser “Do Not Track” signals.**

**WellSpark Health, Inc., and Medkeeper may use analytics companies, such as Google Analytics, to gather information and aggregate data from the website.**

**WellSpark Health, Inc., may use and disclose your activity information unless restricted by this policy or by law. Some examples of the ways that your information may be used include, but are not limited to: marketing, product development, and research; customizing your experience; and enabling functions on the WellSpark Health, Inc.**

**We may also share personal information within the Company, and we may combine personal information that you provide us through this website with other information we have received from you, whether online or offline, or from other sources such as from our vendors. For example, if you have purchased a product or service from us, we may combine personal information you provide through this website with information regarding your receipt of the product or service.**

**We may use personal information to contact you through any contact information you provide through this website, including any email address, telephone number, cell phone number, text message number, or fax number. By providing your email address, telephone number, cell phone number, text message number, or fax number you are expressly consenting to be contacted via the applicable methodology.**

#### **7. Disclaimer of Warranties**

**You acknowledge that information contained within the WellSpark Health, Inc., will be transmitted over local exchange, interexchange and Internet backbone carrier lines and through routers, switches and other devices, all of which are beyond the control and jurisdiction of MediKeeper or WellSpark Health, Inc. Neither MediKeeper, nor WellSpark Health, Inc., assumes any liability for or relating to the delay, failure, or interruption of any data or other information transmitted in connection with use of the MediKeeper site.**

**WITHOUT LIMITING THE FORGOING, EVERYTHING ASSOCIATED WITH THE WEBSITE, IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MEDIKEEPER MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE MEDIKEEPER MATERIAL, SOFTWARE TEXT, GRAPHICS, AND LINKS OR RESULTS TO BE OBTAINED FROM THE WEBSITE.**

**YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT AND DISSEMINATION OF YOUR PERSONAL HEALTH RECORD. MEDIKEEPER. DOES NOT IN ANY WAY EDIT, REVIEW OR AUTHORIZE THE RELEASE OF YOUR ONLINE MEDICAL RECORD, EXCEPT AS PROVIDED IN THESE TERMS AND CONDITIONS OF USE OR THE MEDIKEEPER PRIVACY STATEMENT OR AS REQUIRED TO BY FEDERAL OR STATE LAW. NEITHER MEDIKEEPER NOR WELLSPARK HEALTH INC., ARE LIABLE FOR ANY INACCURACY, OMISSION OR ERROR IN YOUR ONLINE PERSONAL RECORD OR OTHER ONLINE INFORMATION.**

**WITHIN THE WEBSITE YOU MAY BE OFFERED LINKS TO OTHER SITES OPERATED BY PARTIES OTHER THAN MEDIKEEPER OR WELLSPARK HEALTH INC. THE INCLUSION OF ANY LINK TO SUCH SITES DOES NOT IMPLY ENDORSEMENT BY MEDIKEEPER OR WELLSPARK HEALTH INC., OF THE SITES. NEITHER MEDIKEEPER NOR WELLSPARK HEALTH INC., HAS REVIEWED ALL OF THE SITES AVAILABLE WITHIN THE WEBSITE AND ARE NOT RESPONSIBLE FOR THE CONTENT OR ACCURACY OF ANY OFF-SITE PAGES OR ANY OTHER SITES LINKED TO THE WEBSITE. BY SELECTING ANY OF THESE LINKS TO ANY OTHER OFF-SITE PAGES OR OTHER SITES YOU ACKNOWLEDGE THAT THIS IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE OF THOSE SITES.**

#### **8. Limitations of Liability**

**IN NO EVENT SHALL MEDIKEEPER, WELLSPARK HEALTH INC., THEIR SUPPLIERS OR ANY THIRD PARTIES BE LIABLE FOR ANY COSTS, DAMAGES AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, HEALTH PROBLEMS, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE, THE CONTENT OF THE WEBSITE, OR ANY OTHER MEDIKEEPER or WELLSPARK HEALTH INC., SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MEDIKEEPER or WELLSPARK HEALTH INC., IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDIKEEPER and WELLSPARK HEALTH INC., SHALL BE LIABLE TO YOU ONLY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU. BECAUSE SOME STATES AND COUNTRIES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.**

#### **9. Governing Law and Statute of Limitations**

The laws of the State of Connecticut govern these Terms and any cause of action arising under or relating to your use of the website, without reference to its choice-of-law principles. You agree that the only proper jurisdiction and venue for any dispute with the WellSpark Health, Inc., or in any way relating to your use of this website, is in the state and federal courts in the State of Connecticut, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving WellSpark Health, Inc., or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this website, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action

#### **10. Indemnification**

You agree to defend, indemnify and hold MediKeeper and WellSpark Health, Inc., their officers, directors, employees and agents, licensors and suppliers harmless from and against any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the website or any other Service in a manner that violates or is alleged to violate these Terms and Conditions of Use. MediKeeper and/or WellSpark Health, Inc., shall provide notice to you promptly of any such claim, suit or proceeding and shall reasonably cooperate with you, at your expense, in your defense of any such claim, suit or proceeding.

#### **11. Force Majeure**

MediKeeper's, or WellSpark Health, Inc.'s, failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

#### **12. Acceptance of these Terms and Conditions**

You must agree to these terms and conditions in order to have access to the website.