

HealthCode™ Terms & Conditions

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I. RESTRICTIONS ON USE

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From time to time we may revise or modify these Terms and Conditions by posting revisions through a link on our Site. Whether or not we provide notice to you of such revisions or modifications, you will be bound by the revised or modified Terms and Conditions for all subsequent uses of this Site after such modifications have been made. If you do not agree to any of the Terms and Conditions set forth herein, you may not use this Site.

II. TRADEMARK NOTICE

HealthCode and all related marks are logos, trademarks, and service marks owned, controlled by or licensed to HealthCode. All other trademarks, service marks and logos used in this Site are the trademarks, service marks or logos of their respective owners.

III. DISCLAIMERS

A. Warranty Disclaimer

THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT, IS PROVIDED “AS IS,” WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, AND HYPERLINKED WEBSITES. BY USING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS AND THE USE OF THE SITE IS AT YOUR OWN RISK. YOU FURTHER AGREE AND ACKNOWLEDGE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HEALTHCODE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED.

HEALTHCODE, ITS AFFILIATES AND ITS SPONSORS, ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEBSITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

B. Disclaimer of Liability

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. You specifically acknowledge that HealthCode is not liable for your defamatory, offensive, infringing or illegal materials or conduct, or that of third parties, and HealthCode reserves the right to remove such materials from the HealthCode Site without liability.

C. Disclaimer – Currentness of Information

Although HealthCode attempts to ensure the integrity and accurateness of the Site, it makes no guarantees whatsoever as to the correctness or accuracy of the Site. It is possible that the Site could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform HealthCode at contact@healthcode.org so that it can be corrected. Information contained on

the Site may be changed or updated without notice.

HealthCode reserves the right to make changes and improvements at any time and without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

D. Disclaimer – Site content copyrighted

The content of the HealthCode Site pages, including, but not limited to text, graphics, and icons, are copyrighted materials owned, controlled by or licensed to HealthCode and contain HealthCode's name, trademarks, service marks, and trade names. You may download one copy of these materials on any single computer and print a copy of the materials for your use in learning about, or evaluating, HealthCode programs and activities. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify these materials. No permission is granted here to you to use HealthCode icons, Site address, or other means to hyperlink other Internet sites with any page in the HealthCode Site, and HealthCode assumes no responsibility for any other party's site hyperlinked to the HealthCode Site or in which any part of the HealthCode Site has been hyperlinked.

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E. Disclaimer—No responsibility for links

The HealthCode Site may contain links to and frames of sites which are not maintained by HealthCode. Although we try to include only links to or frames of those sites which are in good taste and safe for our visitors, we are not responsible for the content of those sites and cannot guarantee that sites will not change without our knowledge, and inclusion of such links and frames in the HealthCode Site does not imply HealthCode's endorsement of the linked or framed sites or their content.

HealthCode is under no obligation to investigate or examine such third party or external websites and hereby makes no warranties and/or representations whatsoever about any of such unrelated third party entities or persons, or the external websites that you may access through the Sites. Any and all external websites are owned and operated by independent third-parties and are not under the control of HealthCode. HealthCode encourages Users to be cautious when leaving the Sites and to read the privacy statements of each and every external website that collects personally identifiable information. Your visit to any such site(s) is at your own risk and at your sole discretion.

F. Disclaimer—Use of email

We may occasionally post messages received from Users, but nothing provided for herein shall require us to do so. All messages that are posted on the Sites represent the opinions of other Site Users and do not necessarily represent the ideas or opinions of HealthCode. You may copy them as much as you like for personal use, but redistribution in any way requires the permission of HealthCode. In consideration of this authorization, you agree that any copy of this information that you make shall retain all copyright and other proprietary notices contained here in this Site.

G. Disclaimer—Nonendorsement

Reference to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by HealthCode. Nor shall any information or statements contained on this server be used for the purposes of advertising, or to imply an endorsement or recommendation.

With respect to documents available from this server, neither HealthCode nor any of its employees, officers, directors, etc., make any warranty, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. Further, neither HealthCode nor any of its employees, officers, directors, etc., assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed; nor do they represent that its use would not infringe privately owned rights.

Information on Website. Any information, ideas or opinions posted by Users of our Site do not necessarily reflect our views. We do not assume responsibility for the accuracy of any information, ideas or opinions posted by Users and are not liable for any claims, damages or losses resulting from such information, ideas or opinions. If you post any information, materials or other content on our Site, you authorize us to use and publish such materials in any manner we choose and without any obligation to compensate you or anyone else. When posting any information, materials or content you agree that you will not:

- Harass, defame, intimidate or threaten another User;
- Interfere with another User's rights to privacy;
- Post any material that is defamatory (i.e., disparaging to the reputation of an individual or business);
- Post any material that is obscene, offensive or indecent;
- Post any trademarks, logos, copyrighted material or other intellectual property without the authorization of the owner;
- Post any materials that may damage the operation of a computer (such as a virus, worm or Trojan horse); or
- Advertise or sell any goods or services.

In the event that you violate those restrictions and Terms and Conditions provided for herein, including but not limited to your failure to comply with the above restrictions on information, materials or content, posted to the Site, HealthCode hereby expressly reserves the right to limit or otherwise wholly restrict your use of the Site in its sole and unfettered discretion. Further, HealthCode hereby expressly reserves any and all rights and remedies that may be available to it pursuant to applicable law.

H. Uploading Images

By clicking the “Upload” button and uploading an image to the Site, you hereby warrant and represent that such image: (i) does not violate the rights of any third parties in any jurisdiction, including without limitation, copyright, trademark, trade secret, privacy, publicity or other rights; (ii) that the image does not violate the laws, statutes or regulations of any jurisdiction; and (iii) that the image does not contain any material which is harmful, pornographic, abusive, hateful, obscene, threatening, or defamatory or which encourages illegal activities or racism.

I. Donations and Payments

All donations to HealthCode made through the Site are contributed as unrestricted donations and are not made with any donor restrictions or conditions. HealthCode is brought to you by Cyberways and Waterways, a nonprofit organization, qualified under Section 501C(3) of the United States Internal Revenue code, EIN 27-1310367. Any and all payments and donations to HealthCode through the Site are non-refundable and final. You are expressly made aware that nothing contained herein shall be construed as tax or legal advice, and that HealthCode does not provide tax or legal advice. As such, you are encouraged to work directly with your tax and/or legal professional(s) regarding any specific tax or legal questions you might have about your donation. HealthCode will provide a donation receipt in email or other written form stating the amount donated, the date of the donation, and information concerning the organization.

IV. CONFIDENTIAL AND PROPRIETARY INFORMATION

HealthCode does not want to receive confidential or proprietary information from you through the Site. Please note that any information or material sent to HealthCode through the Site will be deemed NOT to be confidential. By sending HealthCode any information or material, you grant HealthCode an unrestricted, irrevocable, worldwide, royalty free license to use, reproduce, display, perform, modify, transmit, and distribute those materials or information, and you also agree that HealthCode is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose.

Please review the below Privacy Policy, which is incorporated herein by this reference for more information regarding the terms governing your visit to the Site.

V. LINKS TO OUR SITE

If you desire to provide a hyperlink from your website to the Site, you hereby expressly agree to these herein-contained Terms and Conditions. Notwithstanding the posting of a link to the Site on any third party website, HealthCode retains all rights in the Site, including, but not limited to its intellectual property rights, which shall include but not be limited to any and all current and

future worldwide trademark, patents and patent rights, utility models, copyrights, mask work rights, trade secrets, and all other intellectual property rights and the related documentation or other tangible expression thereof.

VI. LINKS OR POINTERS TO OTHER SITES

HealthCode makes no representations whatsoever about any other website that you may access through this Site. When you access a non-HealthCode website through the Site, please understand that it is independent from HealthCode, and that HealthCode has no control over the content on that website. In addition, a hyperlink to a non-HealthCode website does not necessarily mean that HealthCode endorses or accepts any responsibility for the content, or the use of, the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, trojan horses, and other items of a destructive nature. HealthCode is under no obligation to investigate or examine such third party or external websites and hereby makes no warranties and/or representations whatsoever about any of such unrelated third party entities or persons, or the external websites that you may access through the Site. Any and all external websites are owned and operated by independent third parties and are not under the control of HealthCode. We encourage Users to be cautious when leaving the Site and to read the privacy statements of each and every external website that collects personally identifiable information.

VII. REGISTRATION FOR HEALTHCODE

If you desire to register for HealthCode, registration is done on the Site. By using our online registration to become a participant of “HealthCode” you are expressly agreeing to these Terms and Conditions. Further, you are agreeing that you understand and acknowledge that all prizes provided by HealthCode and its sponsors and partners, if any, relating to the HealthCode are nontransferable. Only the winning participant and his or her guests, as allowed by HealthCode, will be permitted to receive the prize. All prizes are subject to change and HealthCode is not liable or responsible for any prize fulfillment problems, issues or errors that occur, whether they be the fault of the prize provider or prize winner.

VIII. COPYRIGHTED MATERIALS

A. Introduction

HealthCode continually invests significant resources to create text, images and other materials on the Site. These materials are protected under copyright laws of the United States and of other countries worldwide. To protect its investment, HealthCode diligently guards against infringement of its copyrighted materials. This policy outlines certain conduct that violates HealthCode’s copyrights.

B. Copyright

Copyright protects original works of authorship fixed in a tangible medium of expression. Copyright infringement occurs when any one or more of the following rights is violated: (1) reproduction; (2) adaptation; (3) distribution to the public; (4) performance in public; or (5) display in public. Copyright infringement issues can also arise when a new work or a modification of an existing work, known as a derivative work, is created from a copyrighted

work. A derivative work is based upon a pre-existing work in which the pre-existing work is changed, condensed, recast, transformed, adapted, or embellished. If the pre-existing or underlying work is a protected work under copyright law, one who wishes to exploit the derivative work must obtain a license from the owner of the copyright in the underlying work or works. Thus, modification of HealthCode's copyrighted materials without explicit permission for commercial use constitutes infringement. Without written permission from HealthCode, you may not make any unauthorized reproduction or engage in distribution of HealthCode's copyrighted materials, which include, but are not limited to, materials such as publications, Site content, diagrams, photos, videos, images, and graphics published by HealthCode in any format. It is HealthCode policy to enforce its copyrights against any third party who infringes on its copyrights. To ensure that you do not infringe on any of HealthCode's copyrighted materials, do not engage in any of the following without prior express written consent from HealthCode:

1. Do not directly or indirectly copy, reproduce, or distribute any of HealthCode's materials (including web pages) or any part of the text or graphics from those materials.
2. Do not directly or indirectly modify or create derivative works of any of HealthCode's materials.
3. Do not create materials that look as though they originated from or are endorsed by HealthCode
4. Do not imitate the color or visual appearance of HealthCode's materials and/or products.
5. Do not use HealthCode's icons as graphical design elements in your materials.
6. Do not distribute HealthCode's work by sale, rental, or other disposition.

C. Copyright Permission Requests

To request permission to use HealthCode's copyrighted material, please email us at contact@healthcode.org.

D. Disclaimer

This policy document is not intended to serve as legal advice. Should you have questions regarding your legal rights or duties, please consult your own attorney. Should you have further questions regarding HealthCode's policy for its copyrighted materials, please contact HealthCode at contact@healthcode.org.

IX. CHOICE OF LAW AND VENUE

These Terms and Conditions are entered into in the State of Texas and shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law rules. Each party to these Terms and Conditions submits to the exclusive jurisdiction of the state and federal courts, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms and Conditions, the prevailing party will be entitled to costs and attorney fees. In the event that any of the Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, those provisions shall be limited or eliminated to the minimum extent necessary so that these Terms and Conditions shall otherwise remain in full force and effect.

X. ARBITRATION

In any dispute arising out of the use of this Site, if the parties cannot resolve the same, such dispute shall be submitted by either party to arbitration in accordance with the rules and procedures of JAMS. All parties shall initially share the cost of arbitration, but the prevailing party may be awarded attorney fees, costs, and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so. Notwithstanding the above, neither party shall be prevented from obtaining injunctive or other equitable relief from a court of competent jurisdiction pending the resolution of a dispute through mediation or arbitration.

XI. TERMINATION OF USE

You hereby agree and acknowledge that HealthCode may, in its sole discretion, terminate or suspend your access to all or part of this Site, with or without notice, and for any reason, including, without limitation, breach of these Terms and Conditions. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

XII. AMENDMENTS

HealthCode reserves the right, in its sole and unfettered discretion, to revise these Terms and Conditions at any time and to correct any errors or omissions to any portion of this Site. The content and/or materials on the Site may also be changed, modified, added, removed or updated at any time and without notice. Notwithstanding the foregoing, HealthCode is under no obligation to update or otherwise change the content and/or materials of the Site. HealthCode reserves the right to make changes in the programs described on the Site, if any, at any time and without notice. Your continued use of the Site after any changes made by HealthCode will be considered an acceptance of those changes.

XIII. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between HealthCode and you pertaining to the subject matter of this Agreement. In its sole discretion, HealthCode may modify these Terms and Conditions by posting the revised version on this Site.

XIV. INDEMNIFICATION

By using this Site and agreeing to these Terms and Conditions, you hereby agree that you will defend, indemnify and hold HealthCode harmless from any and all damages, liabilities, costs and expenses (including, but not limited to reasonable attorneys' fees) incurred by HealthCode as a result of any breach of your agreements, representations and/or warranties or any other part of these Terms and Conditions. HealthCode shall be entitled to its choice of counsel to represent it with respect to any such damages, liabilities, costs and expenses.

XV. NO UNLAWFUL OR PROHIBITED PURPOSE

As a condition of your use of this Site, you warrant to HealthCode that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions.

PRIVACY AND SECURITY POLICY

This Privacy & Security Policy discloses the privacy practices for the HealthCode Site. HealthCode, the provider of the Site, is committed to protecting your privacy online. Please read the information below to learn the following regarding your use of this Site:

- A. What information do we collect from you?
- B. Where do we collect information from you and how do we use it?
- C. With whom do we share your information?
- D. What are your choices regarding collection, use and distribution of your information?
- E. What security precautions are in place to protect against the loss, misuse or alteration of your information?
- F. Do we use “cookies”?
- G. What should you know about privacy policies and data collection at any third party sites accessible from our Site?
- H. How do we protect the privacy of minors and what are the age restrictions for participation on our Site?

You acknowledge that this Privacy & Security Policy is part of our Site Terms and Conditions, and by accessing or using our Site, you agree to be bound by all of its Terms and Conditions, including, but not limited to this Privacy & Security Policy. If you do not agree to these terms, please do not access or use this Site.

We reserve the right to change this Privacy & Security Policy at any time. Such changes, modifications, additions or deletions shall be effective immediately upon posting the revised Privacy & Security Policy on this page (as such please review this policy on every visit).

- A. What information do we collect from you?

Our online inquiry forms may ask visitors to voluntarily provide Personally Identifiable Information such as name, email address, phone number, mailing address and demographic information such as age and how you learned about us. Pursuant to our Privacy & Security Policy, we use this contact data to register volunteers, create our mailing lists, and take donations. Visitors may receive a follow-up email after submitting our online inquiry form, and may be further contacted only by the means specified by the customer in the form. Visitors may request email or telephone contact, or may subscribe to a newsletter updating them on program activities if one should be created by HealthCode. Demographic and profile data may be

collected at our Site. We may use such data to tailor our visitor's experience at our Site, showing them content that we think they might be interested in, and displaying the content according to their preferences. All collected data is for internal use only and is never shared with third parties.

B. Where do we collect information from you and how do we use it?

We do not collect any Personally Identifiable Information about you unless you voluntarily provide it to us. You provide certain Personally Identifiable Information to us when you:

(a) Register as a volunteer for our programs and activities and register your email address with us;

(b) Send us email messages, submit forms or transmit other information to us by telephone or letter;

(c) Distribute email messages regarding our programs and activities; or

(d) Submit your credit card or other payment information (through a third party credit card processor) when donating funds on our Site.

We may also collect information from you at other points on our Site that state that such information is being collected.

In addition, we may also collect, or our third party ad server and/or content server, if any, may collect, certain Non-Personally Identifiable Information. This information is ultimately stored in the form of store categories, and, in some cases, specific URLs. We may use your IP address to diagnose problems with our servers, software, to administer our Site, and to gather demographic information.

C. With whom do we share your information?

We do not sell, trade, or rent your Personally Identifiable Information to others.

Other third party websites accessible through the Site have their own privacy policies and data collection practices, use and disclosure practices. We are not responsible for the policies or practices of third parties and make no warranties or representations whatsoever about such practices. You should contact these third parties directly if you have any questions about the use of the information that they collect.

Occasionally we may be required by law enforcement or judicial authorities to provide Personally Identifiable Information to appropriate governmental authorities. We will disclose Personally Identifiable Information upon receipt of a court order, subpoena, or to cooperate with a law enforcement investigation. We fully cooperate with law enforcement agencies in identifying those who use our services for illegal activities. We reserve the right to report to law enforcement agencies any activities that we in good faith believe to be unlawful.

D. What are your choices regarding collection, use, and distribution of your information?

We may, from time to time, send you email regarding our programs and activities. Only HealthCode (or agents working on behalf of HealthCode and under confidentiality agreements) will send you these direct mailings and only if you have indicated that you do not object to these

offers. If you do not want to receive such mailings, simply tell us when you give us your personal information.

E. What security precautions are in place to protect against the loss, misuse, or alteration of your information?

We implement a variety of security measures to maintain the safety of your personal information when you donate or register as a volunteer. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway provider's database which is only accessible by those authorized Users who have special access rights to such systems and are required to keep such information confidential. After a transaction, your private information (e.g., credit card number, social security number) will not be stored on our servers.

Unfortunately, no data transmission over the internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the internet that are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed; and© any such information and data may be viewed or tampered with in transit by a third party.

F. Do we use "cookies"?

When you use our Site we will store cookies on your computer in order to facilitate and customize your use of our Site. A cookie is a small data text file, which a website stores on your computer's hard drive (if your web browser permits) that can later be retrieved to identify you to us. Our cookies store randomly assigned User identification numbers, the country where you are located, and your first name to welcome you back to our Site. The cookies make your use of the Site easier, make the Site run more smoothly and help us to maintain a secure Site. You are always free to decline our cookies if your browser permits, but some parts of our Site may not work properly in that case.

We may use an outside ad serving company to display banner advertisements on our Site. As part of their service, they will place a separate cookie on your computer. We will not provide any third party ad server with any of your Personally Identifiable Information or information about your donations, if any. We and our third party ad server will collect and use Non-Personally Identifiable Information about you, such as your IP address, browser type, the server your computer is logged onto, the area code and zip code associated with your server and whether you responded to a particular ad. Other advertisers may also place banner ads on our Site in the same manner as above, but we will not disclose any Personally Identifiable Information to them.

G. What should you know about privacy policies and data collection at any third party sites accessible from our Site?

Except as otherwise discussed in this Privacy & Security Policy, this document only addresses the use and disclosure of information we collect from you. Other sites accessible through our Site have their own privacy policies and data collection, use and disclosure practices. Please consult each site's privacy policy. We are not responsible for the policies or practices of third parties.

Additionally, other companies that place advertising on our Site may collect information about you when you view or click on their advertising through the use of cookies. We cannot control this collection of information. You should contact these advertisers directly if you have any questions about their use of the information that they collect.

H. How do we protect the privacy of minors?

You must be at least 13 years old to have our permission to use this Site without parental consent. Our policy is that we do not knowingly collect, use or disclose Personally Identifiable Information from anyone under the age of 13 or knowingly allow such persons to register for participation on our Site, including but not limited to registering for a HealthCode account or otherwise participating in any of our events, unless there is parental consent. If you are under 13, please do not provide any information about yourself to us, including but not limited to your name, address, telephone number, or email address, unless there is parental consent. In the event that we learn that we have collected personal information from a child under age 13 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 13, please contact us at contact@healthcode.org.

We recommend that minors between the ages of 13 and 18 years of age ask their parents for permission before sending any information about themselves to anyone over the internet.

If you have any questions about this Privacy & Security Policy, the practices of this Site, or your dealings with this Site, please contact us by email at contact@healthcode.org.