

# HealthCode™ Terms & Conditions

## WEBSITE TERMS AND CONDITIONS OF USE, PRIVACY AND SECURITY POLICY

THIS SITE AND RELATED PROGRAMS ARE PROVIDED SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS SITE AND ALL REAL WORLD EVENTS RELATED TO HEALTHCODE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN AS WELL AS ANY OTHER POSTED RULES OR GUIDELINES CONTAINED ON THIS WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, PROMPTLY EXIT THIS SITE.

### I. RESTRICTIONS ON USE

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Any rights not expressly granted by these Terms and Conditions, Privacy Policy and Security Policy (collectively the “Terms and Conditions”) are expressly reserved by HealthCode. These Terms and Conditions govern your access to and use of this Site and various online tools and services that HealthCode makes available to donors, volunteers, sponsors and all other users of HealthCode’s programs and activities, collectively called “Users” of the HealthCode Site.

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

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## III. DISCLAIMERS

### A. Warranty Disclaimer

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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](mailto: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

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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

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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 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](mailto: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](mailto: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.

Contact us by email at [contact@healthcode.org](mailto:contact@healthcode.org).

# HEALTHCODE'S PRIVACY POLICY

Updated: May 25, 2018

This privacy policy is here to help you understand what information we collect at HealthCode, how we use it, and what choices you have. When we talk about HealthCode in this policy, we are talking about HealthCode, the company, HealthCode Web Application <https://HealthCode.org>, public HealthCode website at <https://healthcode.org>.

This policy describes how HealthCode treats your information, not how other organizations treat your information.

# Information we collect and receive

We collect different kinds of information. Some of it is personally identifiable and some is non-identifying or aggregated. Here are the types of information we collect or receive:

- **Personal information and Account Profile.** When you create a profile on HealthCode, we collect your email address, name, address, age, sex and password; with optional entry for Organization and Group. Activity data is voluntarily entered, by minutes or miles with an option to connect with select activity tracking devices. Password login information is stored so as not accessible by HealthCode.
- **Billing information.** We collect credit card information and billing address if you select the optional donation box at registration . Credit card information is securely passed to our payment processing partner and is not stored at HealthCode. (HealthCode uses [Stripe](#) for registration payment contributions).
- **Log data.** When you use HealthCode, our servers automatically record information, including information that your browser sends whenever you visit a website when you're using it. This log data may include your Internet Protocol (IP) address, the address of the web page you visited before coming to HealthCode, your browser type and settings, the date and time of your request, information about your browser configuration and plug-ins, language preferences, and cookie data. We may contact you if there are failures on HealthCode while you interacted with HealthCode to resolve problems.
- **Service integrations.** You can integrate other services to HealthCode
  - Specifically, activity tracking devices Fitbit and MapMyFitness
  - You can remove an integration at any time which unbinds that integration on a go-forward basis.
- **Content** that you send and receive within HealthCode. This includes:
  - Personal profile information, activity data results
- **Information from partners** or other 3rd parties. HealthCode may receive information from partners or others that we could use to make our own information better or more useful. This might be aggregate level information about which IP addresses go with which zip codes or it might be more specific information about how well an online marketing or email campaign performed.
- **Public boards.** HealthCode public leaderboards displaying activity data for top individuals, organizations, cities and state are available for public view. Individuals can be removed by contacting: [contact@healthcode.org](mailto:contact@healthcode.org)

- **Private organization boards.** Private boards are not available publicly. Private boards for Organization may include Group boards. Personal boards are only accessible by you. Organization and Group boards are visible by Organization members.

In case you ask us to look any problems with some of the private boards, we will look that specific board content to solve any problems that you might be phasing: [contact@healthcode.org](mailto:contact@healthcode.org)

## Data Storage

HealthCode uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run HealthCode.

HealthCode uses hosting provider Amazon Web Services (AWS). Data is stored within European Union (EU).

## Our Cookie Policy

HealthCode uses cookies, or similar technologies like single-pixel gifs and web beacons, to record log data. We use both session-based and persistent cookies. Cookies are small text files sent by us to your computer and from your computer to us, each time you visit our website. They are unique to your HealthCode account or your browser. Session-based cookies last only while your browser is open and are automatically deleted when you close your browser. Persistent cookies last until you or your browser delete them or until they expire.

Some cookies are associated with your HealthCode account and personal information in order to remember that you are logged in and which teams you are logged into. Other cookies are not tied to your HealthCode account but are unique and allow us to do site analytics and customization, among other things. If you access HealthCode through your browser, you can manage your cookie settings there but if you disable all cookies you may not be able to use HealthCode.

HealthCode sets and accesses our own cookies. In addition, we use 3rd parties like Google Analytics, Mixpanel for website analytics and Google Adwords and Google Tag Manager for marketing HealthCode. You may opt-out of third party cookies from [Google Analytics](#) and [Mixpanel](#) on their respective websites.

## How we use your information

We use your information for the following to:

- Provide the HealthCode service. We use information you provide to authenticate you and deliver content to you and from you.

- Understand and improve our products. To make the product better we have to understand how users are using it.
- Investigate and prevent fraudulent transactions, unauthorized access, and other illegal activities.
- HealthCode does not provide individual data to 3<sup>rd</sup> parties; we do not sell, rent, or trade your Personal Identifiable Information to others. Aggregated data may be provided to 3<sup>rd</sup> parties to help improve the program or for marketing purposes.
- Communicating with you:
  - Solving your problems and responding to your requests. If you contact us with a problem or question, we will use your information to respond to that request and address your problems or concerns.
  - In-product communications. We may use the information you provide to contact you through HealthCode or other in-product messaging tools.
  - Email messages.
    - We may send you service and administrative emails. These messages are considered part of the service and you may not opt-out of them.
    - We send emails to HealthCode users about new product features or other news about HealthCode or content created by HealthCode. You can opt-out of these at any time by clicking, one-click unsubscribe link included at the bottom of an email.

Our emails might contain a pixel tag, which is a small, clear image that can tell us whether or not you have opened an email and what your IP address is. In addition, email links might be wrapped by our email service providers to see which links you have clicked. We use this pixel tag and wrapped links to make our email more effective for you.

- For billing, account management and other administrative matters relating to donations. HealthCode may need to contact you for invoicing, account management and similar reasons and we use account data to administer accounts and keep track of billing and payments.

You can clean up your cookies from your browser for HealthCode.org and HealthCode.me domains to prevent showing HealthCode ads in other services.

If your name is on the public event leaderboard then it is public, anyone (including us) may view your name and related activity event miles.

## Security

HealthCode hosts data with hosting service providers. We take reasonable efforts to protect information you provide to us as part of your use of the HealthCode service from loss, misuse, and unauthorized access or disclosure, no security system is impenetrable and due to the inherent nature of the Internet as an open global communications vehicle, we cannot guarantee that information, during transmission through the Internet or while stored on our systems or otherwise in our care, will be absolutely safe from intrusion by others, such as hackers. Where HealthCode Web Application data is transferred over the Internet, the data is encrypted using industry standard SSL (HTTPS).

## Age Limitations

HealthCode is not directed to children under 13. If you learn that a minor child has provided us with personal information without your consent, please contact us.

## Deleting your account

You can delete your account by contacting HealthCode at [contact@healthcode.org](mailto:contact@healthcode.org)

Operation deletes

- your profile information
- your activity data
- if donations were made the donation information

These will be deleted permanently. This cannot be undone.

In case you made a donation using a credit card, please know that HealthCode never even sees this information. Other invoicing related information is kept due to legal obligations.

## Testimonials

We may display personal testimonials of satisfied customers. With your consent, we may post your testimonial along with your name. If you wish to update or delete your testimonial, you can contact us using the information below.

## Changes to this Privacy Policy

We may change this policy from time to time, and if we do we'll post any changes on this page. If you continue to use HealthCode after those changes are in effect, you agree to the revised policy. If the changes are material, we may provide more prominent notice or seek your consent to the new policy.

# Contacting HealthCode

Please also feel free to contact us if you have any questions about HealthCode's Privacy Policy or practices. You may contact us at [contact@healthcode.org](mailto:contact@healthcode.org)