I. Agreement Between User and Preventure, Inc.

The services provided to you by Preventure, LLC through this website, including the website itself (collectively, the “Site”), are governed by this Terms of Use and Privacy Policy (hereafter, the “Terms of Use”).

Your use of this Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained in these Terms of Use. As such, by using this Site, you agree to this Terms of Use in its entirety. If you do not agree to these Terms of Use, you may not create a User Account (as defined below).

II. Modification of these Terms of Use and Privacy Policy

We may revise and update the Terms of Use under which our Site is offered at anytime with or without prior notice to you. You are responsible for monitoring this “Terms of Use and Privacy Policy” to inform yourself of any changes to these policies. In order to help you comply with this responsibility, we display an effective date and a latest revision date at the beginning of these Terms of Use to make it easier for you to know when we have modified the provisions contained herein.

Continued use of the Site following a change in these Terms of Use constitutes an acceptance by you of any such changes. If you do not accept the Terms of Use as revised, you must close your User Account.

III. General Statement of Terms and Conditions

You have received access to this Site through your employer’s/health plan’s wellness program. As part of such wellness program, your employer/health plan has contracted with independent, third party wellness vendors to assist you and, in some cases, your spouse, domestic partner, and/or dependents (collectively, “participants”) in mitigating your health risks and health care costs through an offering of wellness programs. All wellness vendors connected with this wellness program are bound by federal, state and local laws designed to protect the privacy of any protected health information (“PHI”) or personally identifiable information (“PII”) on this Site.

Through a series of assessments, education and programs, we aim to provide you and your employer/health plan with the cultural and financial benefits of a healthier workforce. We may use the data collected from these assessments, educations and programs internally to recommend or invite
participants to engage in appropriate programs (such as a wellness workshop or a health coaching program). In addition, we may provide this information through secure and confidential means to other wellness vendors with which your employer/health plan has contracted when such information sharing is appropriate. For example, we may provide your employer's/health plan's disease management vendor with a participant’s name if we determine that such participant would benefit from disease management outreach, or we may provide your employer's/health plan's tobacco cessation vendor with a participant’s information if that person self-reported using a form of tobacco so that he or she may be invited to participate in a tobacco cessation program.

We will comply with all federal state and local laws, rules, and regulations to ensure that the greatest amount of care is exercised when collecting, handling, storing, and sharing any information provided by a participant.

IV. Accessing the Site

In order to participate in all Site activities, all participants may be required to register for a personal account on the Site (a "User Account") by providing an email address and a password for that User Account. You agree that you will create, use, and access only one User Account, and that you will not access the Site using multiple User Accounts.

In setting up your User Account, you may be prompted or required to enter additional information, including but not limited to your name and location. Additional information may be required to confirm your identity. You represent that all information provided by you is accurate, current and complete and you agree that you will maintain and update your information to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Site.

Registration and participation on the Site is restricted to those individuals over 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, representations and warranties herein. By registering or participating in the services or functions on the Site, you hereby represent that you are over 18 years of age, and have the authority to enter into the terms herein. In any case, you affirm that you are over the age of 13 as the Site is not intended for children under 13. If you are under 13 years of age, do not use the Site.

You may not permit any other person to access the Site using your username and password, and the use of your account is your responsibility. The username and password that is used to gain access to the Site should be kept confidential, just as you would keep other PIN numbers and security codes
confidential. For your protection we recommend that you change your password regularly. If you learn or suspect that your username or password has been wrongfully used or disclosed, you should promptly notify us and immediately reset your password. To help ensure the security of your password or account, please sign out of your account at the end of each session.

If you are legally authorized to view another person’s PHI or PII, you may be given access to information for that person, subject to these Terms. Various federal and state laws, rule, and regulations may prohibit sharing certain categories of sensitive information with anyone other than the subject person. Many such laws, rules, and regulations prohibit sharing sensitive information about minors with their parents or legal guardians. As such, we may restrict your access to the other person’s sensitive information and not make it available to you.

V. Privacy

If you share information from this Site, or otherwise share your PHI or PII, with any other person or entity, you acknowledge and accept responsibility for your decision to those persons or entities with access to potentially sensitive information. We make no recommendation regarding your decision to share your personal information.

We may, in our sole and reasonable discretion, disclose any information necessary to satisfy applicable law, rule, regulation, legal process or governmental request.

In addition to the foregoing, by using the Site, you consent to us using “de-identified” data available in your account for any purpose permitted by law, including, without limitation, (i) analysis and incorporation of the de-identified data in research, databases, reports, comparative data sets, scores, or scoring systems generated there from; and (ii) creation and distribution of works and derivative works based on the de-identified data.

The law allows you to prevent us from using your data in certain ways. If you wish to (i) withdraw your consent for Preventure to combine and share your information with the data of others in aggregate form, or (ii) remove your information from that which Preventure shares for wellness program outreach, you must notify Preventure in writing at: Preventure, LLC, Attn: Privacy/Security Officer, 2000 Nooseneck Hill Road, Coventry, Rhode Island 02816.
VI. Third Party Programs, Activities, and Services; Links to Third Party Sites

We may make certain programs, activities or services (collectively, “Programs”) available to you through the Site. If we offer such Programs, we will provide you with any terms and conditions related to the Program prior to your enrollment in it. The terms and conditions of such Programs shall prevail in the event of a conflict with these Terms of Use. We do not endorse any Programs offered by third parties. We make no warranty of any kind as to the accuracy, completeness or appropriateness of any such Programs.

In addition, this Site may contain links to other internet web sites for the convenience of users in locating information and services that may be of interest. You acknowledge that these third-party web sites are maintained by persons or organizations over which we neither operate or control, and we are not responsible for the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party web sites. Unless otherwise stated, links do not represent an intent to promote or endorse information, products or services. Please be aware that we are not responsible for the privacy practices of such other sites. We encourage our users to be aware when they leave our Site and to read the privacy statements of each and every web site that collects PHI or PII. The Privacy Statement found on this Site applies solely to information collected by this Site.

VII. Use For Educational Purposes Only

The information and reference materials contained on this Site are intended solely for the general information of the reader. It is not medical advice nor is it intended to be used for treatment purposes, but rather for discussion with your own physician or healthcare provider. The information presented here is not intended to diagnose health problems or to take the place of professional medical care. The information contained herein is neither intended to dictate what constitutes reasonable, appropriate, or best care for any given health issue, nor is it intended to be used as a substitute for the independent judgment of a physician for any given health issue. Always seek the advice of your physician or other qualified healthcare provider before beginning any new diet, treatment, or exercise regimen. In addition, if you have persistent health problems or if you have further questions, please consult your healthcare provider.

VIII. No Unlawful or Prohibited Use

As a condition of your use of this Site, you represent and warrant to us that you will not use the Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Site in any manner
that could damage, disable, overburden, or impair the Site or interfere with any other party’s use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

IX. Use of Communication Services

The Site contains bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with other users (collectively, the “User Communication Services”). You agree to use these User Communication Services only to post, send and receive messages and material that are proper and related to the particular User Communication Service. As a member of the Site, you acknowledge and agree to the following rules of conduct:

- You will use the Site in a manner consistent with any and all applicable laws, rules, and regulations.
- You will not include any of the following information in your profile: telephone numbers, street, addresses, last names, and offensive sexually suggestive material or language.
- You will not engage in advertising or solicitation to other members to buy or sell any products or services.
- You are solely responsible for your interactions with other members.
- You will not transmit any chain letters, contests, pyramid schemes, or junk e-mail to other members.
- You are solely responsible for the content of information you publish or display on.
- You will not post, distribute or reproduce any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
- Inappropriate conduct is not allowed. What is considered inappropriate conduct is at the System Administrator’s discretion. It includes but is not limited to: vulgar or inappropriate language, repeated unwanted contact with members, rude or belligerent behavior.
- You will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- You will not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- You will not upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- You will not upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s
computer.

- You will not advertise or offer to sell or buy any goods or services for any business purpose, unless such User Communication Service specifically allows such messages.
- You will not download any file posted by another user of a User Communication Service that you know, or reasonably should know, that cannot be legally distributed in such manner.
- You will not harvest or otherwise collect information about others, including e-mail addresses, without their consent.

We have no obligation to monitor the User Communication Services for unacceptable use, authenticity of statements of fact, or any other purpose. However, we reserve the right to review all posted materials and to remove any materials in our sole discretion. Notwithstanding this right, you remain solely responsible for the content of the materials you post in the public areas of the Site and your private e-mail messages. E-mails sent between you and other users that are not readily accessible to the general public will be treated as private to the extent required by applicable laws. However, the System Administrator may review private content if cause has been established for such an action based on reports or suspicion of violation of terms and conditions of this agreement.

We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, rule, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in their sole and absolute discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any User Communication Service. Preventure does not control or endorse the content, messages, or information found in any User Communication Service and, therefore, Preventure specifically disclaims any liability with regard to the User Communication Services and any actions resulting from your participation in any User Communication Service.

X. Proprietary Interests and Rights

Preventure owns and retains other proprietary rights in the Site. The Site contains the copyrighted material, trademarks and other proprietary information of Preventure and its licensors. In addition, other users may post copyrighted information, which has copyright protection whether or not it is identified as copyrighted. Except for that information which is in the public domain or for which you have been given permission, you will not copy, modify, publish, transmit, distribute, perform, display or sell any such proprietary information.
We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. In particular, users who submit any content to this Site, whether articles, images, stories, software or other copyrightable material must ensure that the content they upload does not infringe the copyrights nor other rights of third parties (such as privacy or publicity rights). After proper notification by the copyright holder or its agent to us, and confirmation through court order or admission by the user that they have used this Site as an instrument of unlawful infringement, we will terminate the infringing users’ rights to use and/or access to this Site. We may also in our sole discretion decide to terminate a user’s rights to use or access to the Site prior to that time if we have a good faith belief that the alleged infringement has occurred.

By posting information or content to any public area of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to the other users, an irrevocable, perpetual, non-exclusive, fully-paid, worldwide license to use, copy, perform, display and distribute such information and content and to prepare derivative works of or incorporate into other works such information and content, and to grant and authorize unlimited sublicenses.

ALL CONTENT AND MATERIALS CONTAINED ON THIS SITE IS THE PROPERTY OF PREVENTURE. ANY USE OR REUSE OF THIS CONTENT WITHOUT EXPRESSED WRITTEN PERMISSION OF PREVENTURE IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED. © 2015 PREVENTURE

XI. Warranty Disclaimer

We do not warrant that your use of the Site will be secure, uninterrupted, always available, or error-free, free of viruses or other harmful components, or will meet your requirements, or that any defects in the Site will be corrected.

In addition, the information, software, products, and services included on this Site may include inaccuracies or typographical errors. Changes are periodically made to the information contained herein. Moreover, we may make improvements and/or changes to the Site at any time.

Advice received via this Site should not be relied upon for personal, medical, legal, or financial decisions. You should consult an appropriate professional for specific advice tailored to your own situation.

We make no representations about the suitability, reliability, availability, timeliness, and accuracy of any of the information, products, services and software contained on the Site for any purpose. To the maximum extent permitted by law, all such information, products, services, and software are being
provided “as is” without warranty or condition of any kind. Preventure and/or its suppliers hereby disclaim any and all warranties and conditions with regard to the information, products, services, and software contained on this Site, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

XII. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ON BEHALF OF US AND OUR SUPPLIERS, ALL RESPONSIBILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, AND LOST PROFITS, REVENUES, OR DATA.

IF YOU ARE DISSATISFIED WITH THIS SITE, OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

XIII. State Variations to Warranty Disclaimer and Limitation of Liability

Certain jurisdictions limit the applicability of warranty disclaimers and limitations of liability so the above disclaimers of warranty and limitations of liability may not apply to you. Regardless of whether such limitations should apply to you, you agree that the limitations of liability set forth in this this Agreement shall be construed to be as broad as is permissible under applicable law.

XIV. Governing Law; Entire Agreement; Severability

These terms are governed by the laws of the state of Rhode Island. Any cause of action or claim you may have with respect to this Site must be commenced within one (1) year after the claim or cause of action arises. Our failure to enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. We may assign our rights and duties to any party at any time without notice to you, and may provide services to you through our business partners and suppliers.

Notwithstanding the foregoing, performance of our obligations hereunder is subject to existing laws and legal process. Nothing contained in these Terms of Use is intended to reduce our obligation to comply with such laws and processes. If any part of these Terms of Use is determined to be invalid or unenforceable then the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

Unless specified otherwise as you use this Site, these Terms of Use
constitute our entire agreement with respect to this Site and these Terms of Use supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us with respect to this Site.

XV. Comments and Suggestions

We welcome your suggestions to improve our Service. Please note, however, that if you provide us with any comments and suggestions, you are agreeing that we may use any and all ideas and concepts within your feedback for any purpose permitted by law. To the extent allowed by law, you agree to assign to us your ownership rights in the comments and suggestions that you provide.

XVI. Termination

We reserve the right, in our sole discretion, to immediately suspend or terminate your access to the Site or any portion thereof at any time, without notice.

You may terminate your use of this Site, and close your account, at any time by notifying Preventure in writing at: Preventure, LLC, Attn: Privacy/Security Officer, 2000 Nooseneck Hill Road, Coventry, Rhode Island 02816.

Termination (whether by us or through your closing of your account) will result in the permanent deletion of all records and other information contained in your account except as otherwise required by law. Notwithstanding the foregoing, any information that you have shared with third parties (or that we have, on your behalf, shared with such parties) may remain in their systems or physical records after deletion of your account. You bear full responsibility for contacting any such third parties to request that they delete your information from their records.

XVII. Indemnification By User

You agree to defend, indemnify and hold harmless Preventure, its licensors, the officers, directors, employees, agents of Preventure and its licensors, and any other third parties from any losses, costs, liabilities and expenses (including reasonable attorney’s fees) relating to or arising out of your use and activities while using the Site, including any breach by you of the terms of this Agreement. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you.
PRIVACY POLICY

Privacy Statement
We have created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses our information gathering and dissemination practices for this website.

The registration process requires users to provide us with in-depth information so we can provide you with a better user experience. **No personal information gathered via the registration process will be sold or shared with any third party.** Email contact information is used to contact the users when necessary. Users may opt-out of receiving future mailings; see the choice/opt-out section below. This site uses cookies to deliver content specific to your interests and to save your password so you don't have to re-enter it each time you visit our site. Profile information may be shared with advertisers on an aggregate, de-identified basis only (e.g. 70% of our users are women).

Public Forums
This site utilizes chat rooms, message boards, and/or news groups available to its users. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

Security
This site has security measures in place to protect the loss, misuse and alteration of the information under our control.

Choice/Opt-Out
If you wish to:
(i) withdraw your consent for Preventure to combine and share your information with the data of others in aggregate form, or
(ii) remove your information from that which Preventure shares for wellness program outreach,
you must notify Preventure in writing at: Preventure, LLC, Attn: Privacy/Security Officer, 2000 Nooseneck Hill Road, Coventry, Rhode Island 02816.