#### **WELL.FAMILY**

### **Terms and Conditions**

# **Agreement**

BY USING THE WEB SITE, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEB SITE.

# Revisions, changes, and updates

We may revise the information on this Web site or otherwise change or update the Web site, including these Terms and Conditions, without notice to you. WELL.Family may also make improvements and/or changes in products and/or services described on this Web site or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Web site will signify your continued agreement to these Terms and Conditions as they may be revised.

#### Links

This WELL.Family web site may provide links to other Web sites that are not owned or controlled by the WELL.Family ("**Third-Party Web sites**").

WELL.Family is not responsible for the content, security, or privacy practices of Third-Party Web sites. Please review the privacy statement and any terms of use of each Third-Party Web site you visit. Unless we specifically advise you otherwise, links to Third-Party Web sites do not constitute or imply endorsement by the WELL.Family of those sites, the information they contain, or any products or services they describe. The WELL.Family does not receive payment or other remuneration in exchange for your linking to or using any Third-Party Web sites.

# Access, correction, and data integrity

Although we attempt to maintain the integrity and accuracy of the information on the Web site, we make no guarantees as to its correctness, completeness, or accuracy. The Web site may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Web site by third parties without our knowledge. If you believe that information found on the Web site is inaccurate or unauthorized, please inform us by contacting our <a href="Web manager">Web manager</a>.

# User participation in interactive services

Any personal information you submit to the Web site is governed by the privacy practices. To the extent there is an inconsistency between these Terms and Conditions and the privacy practices, these Terms and Conditions shall govern.

You agree that you will not upload or transmit any communications or content of any type (including secure messaging) that infringe upon, misappropriate, or violate any rights of any party.

In consideration of being allowed to use our interactive services, you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as, or pretending to be, another person
- using secure messaging for any purpose in violation of local, state, national, or international laws or posted WELL. Family policies
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including WELL.Family personnel) or entity as determined by the WELL.Family at its sole discretion
- using interactive services in a way that is intended to harm or that a reasonable person would understand would likely result in harm to the user or others
- collecting information about others, including e-mail addresses
- intentionally distributing viruses or other harmful computer code

The WELL.Family expressly reserves the right, at its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Web site due to any act that would constitute a violation of these Terms and Conditions.

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Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

#### PRIVACY PRACTICES

## Introduction

The WELL.Family is committed to protecting the privacy of the users of this Web site. We will use and disclose the information you provide us as stated in our Privacy Statement.

# **Privacy Statement**

Our use and disclosure of an individual's personal information is limited as required by state and federal law. We do not sell or rent personal information about visitors to this site or customers who use the site.

# **Revisions to the Privacy Statement**

We may revise this Privacy Statement from time to time as we add new features or as laws change that may affect our services. If we make material changes to our Privacy Statement, we will post a notice of this on our Web site. Any revised Privacy Statement will apply both to information we already have about you at

the time of the change and any personal information created or received after the change takes effect. We include a version number on this Privacy Statement consisting of the date (year, month, and day) it was last revised. We encourage you to periodically reread this Privacy Statement to see if there have been any changes to our policies that may affect you.

#### Web site visitor data

The WELL.Family routinely gathers data on Web site activity, such as how many people visit the site, the pages they visit, where they come from, and how long they stay on the site. The data is collected on an aggregate, anonymous basis, which means that no personally identifiable information is associated with the data. This data helps us improve site content and overall usage. The information is not shared with other organizations for their independent use.

# Collecting and using personal information

Except as disclosed in this Privacy Statement, we do not collect any identifiable information about visitors to this site or our customers who use this site.

#### 5. Disclosures

We may disclose personal information to any person performing audit, legal, operational, or other services for us. We will use information that does not identify the individual for these activities whenever feasible. Information disclosed to vendors or contractors for operational purposes may not be re-disclosed to others by such a vendor or contractor.

We may disclose personal information when required to do so by a subpoena, court order, or search warrant. We may disclose personal information as we deem it appropriate to protect the safety of an individual or for an investigation related to public safety or to report an activity that appears to be in violation of law. We may disclose personal information to protect the security and reliability of this site and to take precautions against liability.

#### 6. Opt out

If a user makes a request to receive information in an ongoing manner through this Web site by providing their e-mail address, a user may make a request to discontinue future mailings. All recurring materials sent to you by e-mail will contain information about how to opt out.

# 7. Other requests to limit use and disclosure of your personal information

State and federal laws may allow you to request that we limit our uses and disclosures of your personal information. However, by law, we do not have to agree to your request. It is our statement not to agree to requests for restrictions beyond what is described in the "Opt out" section above.

# **Questions, complaints, and contacts**

If you have any questions about this Privacy Statement, our policies and practices concerning this site, your rights under this statement, and your dealings with the WELL.Family's Web site, you can contact us by sending a message to the Web manager.

# **Contacting our Web Manager**

Thank you for your interest in the WELL.Family. We welcome your comments and suggestions in regard to our Web site. If you'd like to report any technical issues, please provide specific information so that we can help you more quickly.

To report these issues, please contact our Web manager.

**Please note:** The Web manager cannot answer questions about the recruitment process and is unable to accept, submit, and/or review resumes.