

## **AccelWELL Terms of Use**

Effective Date: July 31, 2014

### **Overview**

AccelWELL is a health and wellness management solution which gives you a secure way to communicate with your wellness team.

The AccelWELL Program is governed by these Terms of Use (Terms). If you do not agree to these Terms, you may not establish an AccelWELL account. By using or accessing the AccelWELL Program, you agree to be bound by these Terms.

### **Accessing the AccelWELL Program**

You must be at least 18 years old to establish a connection to the AccelWELL Program.

You may not permit any other person to access the AccelWELL Program using your user name and password, and the use of your account is your responsibility. If you learn or suspect that your user name 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.

### **Maintaining Another Person's Connection**

If you are legally authorized to view another person's health and wellness information, you may be given access to the AccelWELL Program for that person, subject to these Terms. Various federal and state regulations may prohibit sharing certain categories of sensitive information with anyone other than the subject person. Many such 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 through the AccelWELL Program.

### **Proxy Use of the AccelWELL Program**

You may also authorize a proxy(ies) to view and interact with the AccelWELL Program based on the specific privileges you've assigned. You may authorize any person who qualifies for an AccelWELL Program account, including a minor, to be a proxy. If you have agreed to allow a minor to be a proxy, you agree that you shall be solely responsible for: (a) acceptance of these Terms on the minor's behalf, (b) the minor's compliance with these Terms, (c) the on-line conduct of such minor; (d) monitoring such minor's access to and use of the AccelWELL Program; and (e) the consequences of such minor's use. Access or privileges you give to someone can be modified or removed by you at any time, for any reason.

If you share information from the AccelWELL Program with another individual, you acknowledge and accept responsibility for your decision to provide them access to potentially sensitive information.

## Disclosure of Information

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

## Rights to De-identified Information

By using the AccelWELL Program you consent to us using "de-identified" data available in your AccelWELL Program 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.

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### Privacy

You agree to the terms and conditions of the the [AccelWELL Privacy Policy](#) - which is incorporated into and made part of these Terms.

### [AccelWELL Privacy Policy](#)

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Effective Date: July 31, 2014

### Overview

We are committed to protecting your privacy and the security of the information you entrust with us. This privacy policy (Policy) discloses our information gathering and dissemination practices. Your use of the AccelWELL Portal is governed by the terms of this Policy, and by using or accessing the AccelWELL Portal you agree to be bound by it.

### How the Health and Wellness Information in the AccelWELL Portal is Obtained

The AccelWELL Portal is meant to provide a health and wellness management solution, which also provides you the ability to securely communicate with your wellness team. The only personally identifiable information AccelWELL obtains is information that you voluntarily provide or authorize.

Health condition management programs (e.g., diabetes, smoking cessation, obesity, etc.) may view, access, or contribute condition-related information to your account if you grant them permission to do so. Devices, such as scales, blood pressure cuffs, glucometers, etc., may contribute data to your account directly or through a manufacturer's website if you grant them permission to do so.

If we need additional information to provide you with customized content, programs, activities or services (a "Program") or to inform you of relevant health resources and programs, you will be asked for that information. Cerner uses the information to:

- Verify that only authorized users are accessing the respective Program;
- Enable AccelWELL to provide the personalized service you have elected; and
- Provide the specific Program you have selected.

AccelWELL may use your *Cerner Health* account to confirm your identity when you sign into the AccelWELL Portal. *Cerner Health* is a personal health record service and is subject to its own [Terms of Use](#) and [Privacy Policy](#).

### **Information You Contribute to AccelWELL**

When you enter information in the AccelWELL Portal, that information is stored and accessible to members of your wellness team and staff.

### **Sharing Your Personal Health Information**

If you share information available through the AccelWELL Portal with another individual, you acknowledge and accept responsibility for your decision to provide them access to potentially sensitive information.

### **How Information is Collected and Used**

AccelWELL collects certain information from you in three ways: (i) from web server logs, (ii) with cookies and web analytics tools, and (iii) directly from you.

- IP Addresses (Server Log Information). An IP address is a number automatically assigned to your computer whenever you access the Internet. All computer identification on the Internet is conducted with IP addresses, which allow computers and servers to recognize and communicate with each other. AccelWELL collects IP addresses in order to conduct system administration, report Aggregate Information (as defined below) to affiliates or partners, and to conduct web site analysis. AccelWELL will also use IP addresses to identify any users who refuse to comply with the Terms of Use agreement, and to identify users who threaten the AccelWELL service, web site, users, clients or others.
- Cookies and Web Analytics Tools. AccelWELL places a text file called a 'cookie' in the browser files of your computer. Cookies are pieces of information that a website transfers to an individual's hard disk for record-keeping purposes. AccelWELL uses cookies during your online session to determine whether a user is logged in or not, and to improve performance of AccelWELL. AccelWELL *does not* use cookies to store passwords or sensitive information. These cookies do not contain any personal information. You may disable cookies in your browser but doing so will restrict your access to only public pages and you will no longer be able to access the AccelWELL Portal. In addition to cookies, some web analytics tools used by the AccelWELL Portal place a single-pixel GIF file on a computer as a tracking indicator.
- Registration (User-Supplied Information). AccelWELL registration systems may require you to give us your contact information (such as your name and e-mail address) and

demographic information (such as a ZIP code, organization and/or role). Your contact information is used to contact you when necessary. We may use the AccelWELL Portal to communicate with you about our services.

- (d) Services (User-Supplied Information). We may use your account and e-mail address to communicate with you about our services. If you sign up for a new service, we may collect personal information such as contact information (e.g. name, address, telephone number and alternate e-mail address), demographic information (e.g. zip code, organization and/or role), billing information (e.g. credit or debit card numbers), or sensitive information (e.g. healthcare information).

### **How Information is Shared and Disclosed**

We do not rent, sell or share personal information about you with other people or nonaffiliated companies, except when we have your permission, or under the following circumstances:

- (a) Disclosures to Third Parties Assisting In Our Operations. We may provide your personal information to affiliates, subsidiaries and trusted partners who work on behalf of or with us under confidentiality agreements. These companies may use your personal information to assist us in our operations. However, these companies do not have any independent right to share this information.
- (b) Aggregate Information. We may provide information about you that does not allow you to be identified or contacted ("Aggregate Information") to third parties, such as usage information and trends. When Aggregate Information is provided, it is pooled with many individual records and stripped of any data that could be used to identify you before it is used.
- (c) Disclosures Under Special Circumstances. We may provide information about you to respond to subpoenas, court orders or legal process, or to establish or exercise our legal rights or defend against legal claims. We believe it is necessary to share information in order to investigate, prevent or take legal action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Terms of Use, or as otherwise required by law.

### **Your Ability to Edit, Disable, or Delete Your Information or Your Connection**

Should you decide that you no longer wish to use the AccelWELL Portal, you may disable your connection to the AccelWELL Portal. This may also be done from within your *Cerner Health* account in which case this would remove your access to the AccelWELL Portal by removing the AccelWELL Portal's ability to use your *Cerner Health* identity (username and password) for sign-in. Deleting the connection does not notify us that you no longer wish to receive communications in the AccelWELL Portal.

If you wish to stop receiving communications from AccelWELL, edit your profile, or disable your account, you may modify the settings under your profile. If you wish to delete your information that is maintained in the AccelWELL Portal, please contact us at 1-800-247-2014.

### **Children's Privacy Protection**

The AccelWELL Portal is not designed for or targeted at children. We will not knowingly collect and maintain personally identifiable information directly from children under 13 years of age.

### **Questions**

We regularly review our compliance with this Policy. If you have any questions or suggestions about how we treat personal information, please contact us at:

AccelWELL, Inc.  
300 W. Wilson Bridge Rd., Suite 300  
Worthington, Ohio 43085  
Attn: Compliance Department

### **Notification of Changes to this Privacy Policy**

This Policy may be revised from time to time as we add new features and services, as laws change, and as industry privacy and security practices evolve. However, we will take reasonable steps to notify you of material changes we make to this Policy. We display an effective date on the policy above so that it will be easier for you to know when there has been a change. You are responsible for regularly reviewing this Policy. Your continued use of the AccelWELL Portal constitutes your acceptance of the revised terms. Small changes or changes that do not significantly affect individual privacy interests may be made at any time and without prior notice.

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### **Third Party Programs, Activities and Services**

We may make certain programs, activities or services (collectively, "Third Party Programs") available to you through the the AccelWELL Program. If such Third Party Programs are offered by us, we will provide you with any terms and conditions related to the Third Party Program prior to your enrollment in it. The terms and conditions of such Third Party Programs shall prevail in the event of a conflict with these Terms. We make no warranty of any kind as to the accuracy, completeness or appropriateness of any such Third Party Programs.

### **Contests and Competitions**

You may be allowed to participate in certain contests or competitions through the AccelWELL Program. Unless otherwise specifically stated, such contests and competitions are not sponsored by us and we are not responsible for the administration or adjudication of them or for

providing any prizes or other awards in connection with them. The sponsor, or "commissioner", of the contest or competition will provide you with the rules, which may also be displayed within the AccelWELL Program.

## **Content**

You may have access to certain healthcare informational resources (the "Content") on the AccelWELL Program. The Content is provided to you "as is" with no representations or warranties. The Content is intended for use by consumers in the United States only.

## **eVisits**

Certain health care providers with whom you have connections may offer medical consultation through electronic visits (eVisits). If you initiate an eVisit with a participating provider, you represent that you meet all applicable criteria for the eVisit, as defined during the eVisit process. Information you provide to your health care provider during an eVisit must be true, accurate and complete. We will not be responsible for any false or misleading information you provide, or other misrepresentations you make, during your eVisit.

## **Condition Management and Wellness Programs**

You may be able to participate in certain condition management and wellness programs offered by us that are delivered to you through the AccelWELL Program. The AccelWELL Program has certain tools that use information contained in your AccelWELL Program account to tailor the delivery of a condition management program or wellness program to you. You consent to sharing the information from your record with these tools. Personally identifiable information from your record that is used to create your personalized program will not be shared with the program's sponsor, unless you have otherwise agreed. However, we may share information that is specifically related to and provided as a result of your participation in the condition management or wellness program(s) with the program's sponsor, but only as allowed by applicable law.

## **No Medical Advice**

The AccelWELL Program is an information management tool only. We do not provide medical advice. You and your healthcare provider are responsible for all medical treatment decisions. You should consult your healthcare professional about any questions you may have regarding the information provided by AccelWELL, Inc. and/or the AccelWELL Program.

## **External Links**

In order to provide you with greater value, the AccelWELL Program may provide you with links to various third party Web sites. Even if a third-party affiliation exists between us and that destination site, we exercise no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures. We assume no responsibility or liability for these independent methods or actions and are not responsible for the independent policies or

procedures of destination sites. Similarly, we cannot take responsibility for the privacy initiatives or the content of such Web sites. These destination links are provided only for your convenience, and as such, you access them at your own risk.

### **No Warranties; Limitation of Liability**

You are responsible for any acts or omissions relating to your use of the AccelWELL Program and for any damages incurred as a result thereof. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NOT REPRESENTED ACCELWELL AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR OF OTHER PROFESSIONAL OR ACADEMIC DISCIPLINES. THE ACCELWELL PROGRAM IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. WE DO NOT, AND OUR SUPPLIERS DO NOT, (I) WARRANT THE RELIABILITY OR AVAILABILITY OF THE ACCELWELL PROGRAM, OR (II) GUARANTEE THAT THE ACCELWELL PROGRAM WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT DEFECTS WILL BE CORRECTED. WE AND OUR SUPPLIERS EACH DISCLAIM, TO THE EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS AND IMPLIED.

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 THE ACCELWELL PROGRAM, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ACCELWELL PROGRAM.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US AND OUR SUPPLIERS HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF THE ACCELWELL PROGRAM.

### **Termination**

The AccelWELL Program and services may terminate at any time. Your account access may be terminated, suspended or deleted, at any time and for any reason, without providing notice to you.

### **No Unlawful or Prohibited Use**

You may not use the AccelWELL Program for any purpose that is unlawful, immoral or is otherwise prohibited by these Terms. You may not use the AccelWELL Program in any manner which could damage, disable, overburden, or impair the AccelWELL Program or interfere with any other party's use and enjoyment of the AccelWELL Program. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through the AccelWELL Program.

**Notices**

We may deliver notice to you by means of electronic mail, a general notice on our website, or by written communication delivered by first class U.S. mail to your address in our records. You may give notice to us at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

AccelWELL, Inc.  
300 W. Wilson Bridge Rd., Suite 300  
Worthington, Ohio 43085  
Attn: Compliance Department

**General**

These terms are governed by the laws of the state of Ohio. Any cause of action or claim you may have with respect to the AccelWELL Program 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 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.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these terms is in derogation of our obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of AccelWELL services and/or the AccelWELL Program or information provided to or gathered by us with respect to such use. If any part of these Terms 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 shall continue in effect. Unless specified otherwise as you use the AccelWELL Program, these Terms constitute our entire agreement with respect to the AccelWELL Program and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between us with respect to the AccelWELL Program.

**Modification of Terms**

We may change these Terms at any time without advance notice to you. You are responsible for regularly reviewing these Terms. Your continued use of the AccelWELL Program constitutes your acceptance of the revised Terms.

**Copyright and Trademark Notices**

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