



## ALLWAYS HEALTH PARTNERS ALLWAYS MEMBER MOBILE APP TERMS OF USE AND USER AGREEMENT

AllWays Member is an application developed by AllWays Health Partners ("AllWays") to provide general information for educational purposes about our products and services and health-related issues. The general health information on this site and the interactive responses provided in secured sections of this site should be used for educational purposes only.

To obtain access to AllWays Member you must agree to be bound by these Terms of Use, our [Website Privacy Policy](#) and our [Member Privacy Practices](#) each of which is incorporated herein by reference. **By clicking the "I Agree" button below, you are indicating that you agree to be bound by all these terms and the terms in each of those documents.** When the terms are changed, AllWays will post the updated terms and require you to review and accept the new terms before you continue to use AllWays Member.

Your continued use of AllWays Member after such changes become effective constitutes acceptance of the new terms. If you do not agree to such changed terms, or if at any time you no longer wish to otherwise abide by these Terms of Use, you should not access or use AllWays Member. The most current version of these Terms of Use can be accessed at any time by selecting the "AllWays Member Terms of Use" link. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this application.

### AllWays Member ACCESS

Subject to the terms contained herein, AllWays hereby grants you a limited revocable license to access and use AllWays Member. You agree that you shall use AllWays Member only in accordance with the Terms of Use, applicable law, and the rules, policies and procedures established by AllWays for use of AllWays Member. This license may not be shared with or transferred or sublicensed to any other party. You represent and warrant that all information provided to AllWays in connection with this Agreement, including in the process of registration for AllWays Member, is true, accurate and complete. You are responsible for installing and maintaining all devices and systems necessary to access AllWays Member and for paying all charges related thereto.

### SECURITY AND PASSWORDS

Access to AllWays Member is enabled by usernames and passwords, security questions and answers and additional security measures as may be implemented from time to time by Okta. Okta is a third-party application used to support authentication for network access.

You will choose your username and password when registering for access. You shall maintain your username and password and security questions and answers in strict confidence. In no event shall you share your username or password or security questions and answers with any third party or allow another person to access AllWays Member using your username and password or security questions and answers. You shall immediately notify AllWays if you have any reason to believe that your username, password or security questions and answers has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of AllWays Member under your username and password.

### NON-DISCLOSURE AND CONFIDENTIALITY

In using AllWays Member, you will have access to confidential information of AllWays and third parties ("Confidential Information") that may include software, codes, technology, logic, techniques, formats, tools,



designs, concepts, methods, processes, ideas, functional specifications, technical materials and information, and related documentation.

During the term of this Agreement and thereafter, you agree not to disclose any Confidential Information to any third party except as permitted by this Agreement and by applicable law. Without limiting the foregoing, you agree to undertake all reasonable measures to ensure the privacy and security of all Confidential Information including without limitation: (i) not to access or use any Confidential Information that you have no legitimate authorization to access or use; (ii) not to access AllWays Member or any Confidential Information for any other individual or any unauthorized third party. You acknowledge and agree that all obligations relating to Confidential Information under this Agreement will continue after termination of this Agreement and termination of access rights hereunder.

## **TERM; TERMINATION**

AllWays may terminate this Agreement and/or terminate or suspend your license and access to the AllWays Member at any time and for any reason. AllWays has the right to refuse to provide access to AllWays Member to any person, agency or organization, or to prohibit any person, agency or organization from using AllWays Member, at any time and for any reason. AllWays reserves the right to change, suspend, or discontinue all or part of AllWays Member, temporarily or permanently, without prior notice. We reserve the right to deactivate any account at any time, for any reason.

## **COPYRIGHT AND PROPRIETARY RIGHTS**

You acknowledge and agree that AllWays Member and the Confidential Information is the property of AllWays or its licensors and are protected by United States and international copyright law, trademark law, and trade secret law, as well as other state, federal and international laws and regulations. Except as expressly provided in this Agreement, AllWays does not grant any rights to you under any patents, copyrights, trademarks or trade secret information. Accordingly, unauthorized use of AllWays Member or the Confidential Information may violate patent laws, copyright laws, trademark laws, trade secret laws, laws pertaining to privacy and publicity rights or other laws or regulations. The copying, redistribution, use or publication by you of any part of AllWays Member or the Confidential Information is strictly prohibited; provided, that you may print, copy electronically, or download information from the application for personal, non-commercial use only, provided you identify the source of the material and include a statement that the materials are protected by copyright law.

AllWays shall have the right to use and incorporate into AllWays Member any feedback and input provided by you, for any purpose, including the improvement of AllWays Member and other research, educational and patient care purposes.

## **THIRD PARTY CONTENT**

AllWays Member may contain links to third party materials and third-party websites for your information and convenience. AllWays is not responsible for the availability, accuracy, or content of any of those third-party materials or websites nor does it endorse them.

Certain information contained within or accessible through AllWays Member may be provided by third parties. Prior to accessing this information, you may be asked to agree to additional terms and conditions provided by such third parties which govern access to and use of those materials.



## **DISCLAIMERS**

USE OF THE ALLWAYS MEMBER APPLICATION DOES NOT CREATE A PHYSICIAN-PATIENT RELATIONSHIP. ALLWAYS MEMBER AND THE INFORMATION CONTAINED WITHIN THE APPLICATION IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTH CARE PROFESSIONALS IN DIAGNOSING AND TREATING PATIENTS. ALLWAYS DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY (INCLUDING DEATH) TO ANY PERSONS OR PROPERTY ARISING FROM ANY USE OF OR RELIANCE UPON ANY PRODUCT, INFORMATION, IDEA, OR INSTRUCTION PROVIDED BY OR ACCESSED THROUGH ALLWAYS MEMBER. ALLWAYS MAKES ALLWAYS MEMBER AVAILABLE AS A HEALTH INFORMATION RESOURCE TO BE ACCESSED AT YOUR CONVENIENCE. ALLWAYS MEMBER IS NOT TO BE USED IN EMERGENCY SITUATIONS. YOU SHOULD NOT RELY UPON ALLWAYS MEMBER IF YOU HAVE IMMEDIATE HEALTH CONCERNS OR QUESTIONS. FOR ALL URGENT MEDICAL MATTERS, VISIT THE NEAREST EMERGENCY ROOM OR DIAL 911 IMMEDIATELY.

ACCESS TO ALLWAYS MEMBER AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALLWAYS DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

ALLWAYS DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE WIRELESS NETWORK OR THE INTERNET OVER WHICH YOU MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION WHILE IN TRANSIT TO PARTNERS. ALLWAYS MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED TO OR FROM ALLWAYS MEMBER.

## **LIMITATIONS OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL ALLWAYS OR ANY ALLWAYS AFFILIATE BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF ALLWAYS MEMBER, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **MISCELLANEOUS**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its rules on conflicts or choice of law. You hereby consent to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole agreement between you and ALLWAYS relating to your use and our provision of **ALLWAYS MEMBER** and the subject matter hereof, and no representations, statements or inducements, oral or written, not



contained in this Agreement shall bind either you or AllWays. Any of the terms of this Agreement which are determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of the Agreement as a whole. Failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default. No waiver by AllWays of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. Except as otherwise specifically provided herein, this Agreement may not be modified, supplemented, qualified, or interpreted except in a writing signed by the parties.

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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## **AllWays Health Partners ("AllWays")**

### **AllWays Member Mobile App Privacy Policy**

This Mobile App Privacy Policy, along with the AllWays Member Terms of Use will tell you what information we collect through AllWays Member and how it is used. Information that you provide through secured sections of our site will be treated as Protected Health Information (as defined under the Health Insurance Portability & Accountability Act and related regulations) is separate and subject to the terms of our [Member Privacy Practices](#) and not this general Mobile App Privacy Policy. By using the AllWays Member app you agree to acceptance of this Mobile App Privacy Policy and our Member Privacy Practices.

**Please read the following carefully before using the application.**

#### **Information Collection and Use**

##### **Information We Collect**

You will be asked to provide personal information (including certain demographic and contact information, including email addresses) during the AllWays Member registration process, during the AllWays Member login process, or when providing feedback to us about your experiences using AllWays Member. The information required is noted on each specific form or registration page. Additional questions might be included to help us improve the services we offer. Any information collected through the AllWays Member is not stored on the website but will go to back-office systems in the same manner that information from paper forms, submissions, and phone calls to customer care are currently handled. At no time will AllWays sell, rent, loan, trade, or lease any information collected on AllWays Member. However, please note that we may need to use this information within the AllWays family of affiliate companies or with a third-party vendor to perform administrative, technical, or other functions that help us provide service to you. We seek to hold third-party vendors to the same privacy practices and protections as AllWays.



## **How We Use This Information**

AllWays uses the information you provide to operate AllWays Member and provide the AllWays Member service to you. In addition, AllWays may also use certain personal information, including your email address, to provide communications, information and materials to you related to AllWays Member and/or other programs and services available through AllWays and certain AllWays affiliates, and certain information and surveys, including member satisfaction surveys relating to your use of services provided by AllWays and certain AllWays affiliates. AllWays may also share such information with third party service providers whose services and/or materials are accessible through AllWays Member to enable such third parties to provide those services and materials to you.

## **Data Security**

AllWays seeks to prevent unauthorized access to your personal information by use of security technologies to protect the integrity and privacy of any personal information you provide.

Although we endeavor to protect your personal information, AllWays cannot and does not warrant the

security of any information you transmit to us through online applications, and you do so at your own risk. We use industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and security of your personal information. However, since the Internet is not a 100% secure environment, we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. It is your responsibility to protect the security of your login information and the devices used to access AllWays Member.

Depending on the nature of the inquiry, your communication could be discarded or archived. If you wish, you can contact us instead by telephone at the numbers provided throughout our site.

## **Login/Passwords**

Some sections of the AllWays Member website require login identifiers and/or passwords. You are responsible for taking reasonable steps to ensure that no unauthorized person has access to your password or account login information. It is your sole responsibility to control the use of login information and passwords, to authorize, monitor and control access to and use of your account and password and to inform AllWays Member promptly of any need to deactivate a password.

## **Use of Third Party Monitoring and Optimization Tools**

The AllWays Member application uses third-party products or services ("Service Providers") to help monitor and optimize performance of the application.

Examples of information we and our Service Providers collect include how often someone uses the application and what they do while using the application. We and our Service Providers use this information in the aggregate to understand how our visitors as a group use different resources and to help us improve our application.



Our Service Providers may acquire additional information about your activity with the application, including pages you visit, access times, visit duration, how you accessed our application and your IP address. An IP address is a number that identifies a device connected to the Internet. For most devices, the IP address changes on at least a weekly basis. Our Service Providers may also acquire device identifiers and specific information about the browser you use. In some cases, this information may be unique to you.

### **No information from children under age 13**

If you are under the age of 13, please do not attempt to register with us at [allwayshealthpartners.org](http://allwayshealthpartners.org) or provide any personal information about yourself to us. If we learn that we have collected personal information from a child under the age of 13, we will promptly delete that information. If you believe we have collected personal information from a child under the age of 13, please contact us.

### **Legal proceedings**

We will share personal information with third-party companies, organizations, or individuals outside of AllWays and its affiliates if we have a good-faith belief that access, use, preservation, or disclosure of the information is reasonably necessary to:

- Meet any applicable law, regulation, subpoena, legal process, or enforceable governmental request
- Enforce applicable Terms of Use, including investigation of potential violations
- Detect, prevent, or otherwise address fraud, security, or technical issues
- Protect against harm to the rights, property, or safety of AllWays Health Partners, our website, our users, customers or the public as required or permitted by law

### **Transfer in the event of sale or change of control**

If the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or the website to a third party, such as by merger, acquisition, bankruptcy proceeding, or otherwise, we may transfer or sell your personal information to the new owner. In such a case, unless permitted otherwise by applicable law, your information would remain subject to the promises made in the applicable Website Privacy Policy unless you agree differently.

If you use our website and provide us with information, you understand and agree that your information may be transferred to and stored on servers located outside your resident jurisdiction and, to the extent you are a resident of a country other than the United States, that you consent to the transfer of such data to the United States for processing by us in accordance with this Privacy Policy.



## **Changes to This Policy**

AllWays reserves the right to change or update this Mobile App Privacy Policy from time to time without notice, so please review it periodically to keep informed of any changes.

If you have questions or comments regarding this Mobile App Privacy Policy or about how we collect, use or protect your personal information, please contact us through our website. Your communications with the AllWays Member team may be recorded and retained for quality assurance purposes.

## **Copyrights and How to Report Copyright Infringement**

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For a list of AllWays registered copyrights and how to report copyright infringement, please visit

<https://www.copyright.gov/dmca-directory/>