

Texas Healthy at Home

Notice of Privacy Policy

Texas Healthy at Home (“THAH” or “We” or “Us”) programs provide education, appropriate exercise for maintaining and improving strength, flexibility and endurance, and self-care strategies to help people experience improved wellness and quality of life. They are developed and verified by researchers to prevent falls, prevent and manage diabetes, and promote management of health conditions such as chronic pain, COPD, high blood pressure, and arthritis.

THAH is committed to protecting the privacy of users (“you” or “your”) of its website and programs (“Programs”). This Privacy Policy states the THAH practices applying to users of all Programs.

BY ACCESSING AND USING THE PROGRAMS, YOU AGREE TO THE INFORMATION USE AND COLLECTION TERMS OF THIS PRIVACY POLICY. THAH HAS THE RIGHT TO REVISE THIS POLICY AT ANY TIME. WE MAY NOT NOTIFY USERS INDIVIDUALLY IF WE CHANGE THIS PRIVACY POLICY. ANY CHANGES WILL BE EFFECTIVE WHEN POSTED. WE ENCOURAGE YOU TO CHECK THIS PRIVACY POLICY FREQUENTLY FOR CHANGES.

Information We Collect

Users of the THAH Programs may create a user account. When you register for Programs you may provide personally identifiable information, including an email address, name and other information. You may also consent to participate in surveys related to your use of the Programs and your responses to such survey and/or healthcare related questions related to your use of the Programs will be collected in our system as well. Except as specifically stated below, we will not provide your personal information to any third parties without your express consent. For purposes of this Privacy Policy, personal information includes all information or data that is specific to you and may be used to determine your identity, such as contact information (names, addresses, phone numbers, and email addresses) and any survey or healthcare related responses you provide related to the Programs.

THAH may also collect non-personal information regarding your use of the Programs with operational tools such as cookies, web log files, and user IP

addresses ("Usage Information"). THAH may use Usage Information and other system information to process automatic crash reporting which collects reports of crashes and other technical issues. A crash reporting service automatically collects certain information that does not personally identify you. This other system information used for this crash reporting includes, but is not limited to, device state information, unique device identifiers, device hardware and OS information, and information relating to how the Programs are functioning.

Use and Disclosure of the Information

We use your personal information to provide the Programs. This personal information will also be provided to certain third party technology services providers as necessary to provide the Programs functionality. Third party technology services providers include software development, application and data hosting, wireless network services providers, and payment processing agents. We are responsible for assuring that these third parties comply with the terms of this Privacy Policy.

THAH may also share your personal information with your "related source" which may include your healthcare provider or health plan, when such related source refers you to our Programs or pays for your Programs. If you elect to participate in surveys and/or healthcare related questions related to your use of the Programs, we will share this information with the related source that referred you to our Programs. In addition to the sharing of such personal information, THAH may also disclose information related to your use of the Programs to such related source.

Except for our third party technology services providers or as noted for a related source, THAH does not voluntarily share personal information with a third party without your prior authorization, unless doing so is necessary (1) to enforce this Privacy Policy, to comply with law, regulation or other legal processes or to protect the rights, property or safety of us or others, (2) to comply with a valid order or process from a government regulator or law enforcement agency, (3) in emergency situations, (4) to protect against misuse or unauthorized use of the Programs, (5) to detect or prevent criminal activity or fraud, or (6) in the event that we or substantially all of our assets are acquired by one or more third parties as a result of an acquisition, merger, sale, reorganization, consolidation or liquidation, in which case your personal information may be one of the transferred assets.

We use the Usage Information to analyze and evaluate the features and functionality of the Programs.

Tracking Technologies

We track and collect Usage Information via "cookie" files and other software technologies. Cookies are small data files containing a string of characters that are sent to your computer when you visit a website. When you visit the website again, the cookie allows that site to recognize your browser. Cookies may store your user preferences and other information. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Services may not function properly without cookies.

Data Security

Data security is implemented through physical, administrative, and technical safeguards we put in place and operational procedures we follow to protect personal information. We protect your transactions involving personal information over the Internet using Secure Sockets Layer (SSL) technology. We restrict access to your personal information in our database to our authorized employees, our agents, and certain of our authorized partners.

Children's Privacy

The Programs are not intended for use by children under the age of 18. We will not knowingly collect any personal information from users under the age of 18 online through our website or user accounts. If you think that we have collected personal information from a visitor under the age of 18, please contact us.

Contact Us

If you have any questions, comments or concerns about this Privacy Policy or your privacy please contact us at info@texashealthyathome.org or via the contact information provided on the Texas Healthy at Home website.

Changes to Our Privacy Policy

We may modify, alter or update our Privacy Policy at any time, so we encourage you to review our Privacy Policy frequently. We will not provide individual notice to you of changes to our Privacy Policy, but when we make updates to our Privacy Policy, we will update the date of the revision.

TERMS OF USE

Date Last Modified: September 9, 2021

Welcome to texashealthyathome.org. The texashealthyathome.org website (the “**Site**”) is owned, operated and made available by Texas Healthy at Home, 501c3 (“**THAH**”). By accessing and/or using the Site, or by registering for a user account (“**Account**”), you agree to be bound by these Terms of Use (“**Terms**”).

PLEASE READ THESE TERMS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CONTINUE TO ACCESS AND/OR USE THE SITE AND DO NOT REGISTER FOR AN ACCOUNT.

THAH may modify these Terms from time to time and any such modifications shall be effective immediately upon posting of the modified version. If you continue to access and/or use the Site or your Account, you accept the modified terms. If you do not agree to the modified terms, do not continue to access and/or use the Site or your Account.

1. Compliance. To ensure you are not violating any part of these Terms, THAH recommends that you always review the current Terms each time you visit the Site before you continue to access and/or use the Site or your Account. All access to and use of the Site, your Account and the information contained on or provided through the Site and your Account are subject to these Terms.

2. Use of the Site.

2.1 General Use. The Site is made available to allow you to access information regarding THAH and programs and/or services offered by or through THAH, register to become a class leader or service delivery organization (“**SDO**”), obtain information about, sign-up for, or make referrals to, programs and/or services offered by or through THAH, and contact THAH. Subject to these Terms, and unless otherwise agreed in writing by a duly authorized representative of THAH, THAH grants you a limited, revocable, non-exclusive and non-transferable (subject to Section 10 below) license to access and use the Site solely in connection with the uses described in this Section 2.1 and for your internal purposes. Except as otherwise expressly set forth herein, you shall have no other rights to the Site or the technology or information provided on or through the Site, and no other rights shall be implied from these Terms or information on the Site.

2.2 Medical Advice. THAH is not a health care provider, health plan or health insurance company. **THAH DOES NOT OFFER HEALTH CARE SERVICES THROUGH THE PROGRAMS OR SERVICES OFFERED BY OR THROUGH THAH. INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE IS INTENDED FOR GENERAL EDUCATIONAL PURPOSES AND IS NOT INTENDED TO BE MEDICAL ADVICE TO YOU OR ANY OTHER PERSON.** You should always consult with your own medical provider about your health and medical questions and you should never rely on the Site to make medical decisions. We specifically do not intend for you to interpret anything on the Site as advocating for the self-management of your health or medical condition. The Site is not a substitute for professional medical advice. Never delay seeking medical advice or disregard any medical advice you have received from your provider because of any information contained on or provided through the Site.

2.3 Registered Users. Access to, and use of, an online user, class leader or SDO account (each an “**Account**”) offered through the Site is strictly limited to those users, class leaders and SDOs who have been approved by THAH and issued a username and password. You may have to agree or consent to additional terms and conditions as part of registering or accessing an Account. You must access your Account using your issued username and password. You may not have more than one (1) Account. You represent and warrant that all information you provided to THAH in connection with registering for an Account (“**Registration Data**”) is true, accurate, current and complete, and you will immediately update all Registration Data to keep it true, accurate, current and complete. You acknowledge and agree that you will not allow anyone else to access or use your Account, and that you are fully responsible for the actions of any person or entity using your Account, including, without limitation, access or use of your Account as a result of your failure to adequately protect

your username or password or your failure to immediately notify THAH of any unauthorized use of your Account.

2.4 **Personal Information.** By submitting information (including, without limitation, Registration Data and medical data) to the Site or to THAH (by any means), you (i) accept sole responsibility for transmission of such information and any resultant damages to you or a third party, (ii) represent and warrant that you are the lawful owner of such information or, to the extent you are not the lawful owner, you have all rights necessary to submit the information to the Site or to THAH pursuant to these Terms, and (iii) grant THAH permission to use such information for all lawful purposes and to the extent permitted under THAH's Privacy Policy as set forth in Section 12 below.

3. Prohibited Uses. In addition to uses otherwise prohibited by THAH, these Terms or applicable law, you may not, and you may not allow or cause any third party to, do any of the following:

- (i) Access or use the Site if you or such third parties are under eighteen (18) years old. The Site is intended only for use by those eighteen (18) years old or older, and by accessing and/or using the Site you represent and warrant that you meet such age requirements;
- (ii) Change or delete any copyright or proprietary notice from the Site;
- (iii) Use or access the Site (a) by artificial means or in a manner that, in THAH's sole discretion, would inflict an excessive, unreasonable or disproportionate load on the infrastructure of the Site or any software, systems or networks integrated with, or connected to, the Site, or (b) to send unsolicited commercial email to any person, or to threaten, harm or harass another user's Account, use and/or access to the Site, including, but not limited to, attempting to gain access to another user's Account, password and/or personal information;
- (iv) Post, upload or transmit: (a) any data, content or materials meant to, directly or indirectly, market or advertise non-THAH approved programs or services, or solicit any other users of the Site for such purposes and/or use data, content or materials gathered from the Site for such purposes, (b) any data, content or materials of any type that infringe or violate any rights of any party, including, but not limited to, any privacy, patent, copyright, trademark, trade secret or any proprietary or other right of THAH or a third party, (c) any data, content or materials that are illegal, threatening, obscene, defamatory, harmful, invasive to privacy or otherwise violate the rights of THAH or a third party, or (d) any disabling code, program routine, device or other undisclosed feature, including, but not limited to, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the Site or THAH's or a third party's hardware or software;
- (v) Decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or derive any source code (or underlying ideas, algorithms, structure or organization), modify or create a derivative work of the Site (or any portion thereof) or of any other information by any means whatsoever;
- (vi) Distribute, disclose or allow use of any portion of the Site in any format through any timesharing device, service bureau, network or by any other means, to or by any unauthorized third party;
- (vii) Violate or attempt to violate the security of the Site, including, but not limited to, attempting to access to any portion of the Site or any systems or networks connected to the Site through hacking, cracking, mining, phishing or any other means;
- (viii) For any benchmarking, monitoring or testing availability or performance, or any other competitive use, including, but not limited to, creating services or software that are substantially similar to the Site or THAH's programs or services; or
- (ix) Use or access the Site or any information provided through the Site in violation of any applicable federal, state or local law, rules or regulations.

4. **Assumption of Risk.** You acknowledge and agree that you are using the Site at your sole risk and that you are personally responsible for verifying its suitability for your needs. Any download of data and/or files from the Site shall be at your own risk. THAH shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, software, data or other infrastructure due to your use of the Site or downloading of any material posted on it, or on any website linked to it.
5. **Ownership.** Although some material, data or technology on the Site may be the intellectual property of a third party that THAH has a right to use, you acknowledge and agree that as between you and THAH, THAH owns all right, title and interest in, and retains any copyright and other intellectual property rights in and to THAH's marks, logos, the Site and all data, technology and information provided on or through the Site (this expressly excludes any and all user-generated content). You must comply with all copyright, trademark, legal notices and similar restrictions. If you submit, post or upload any content, information, ideas, data, concepts or inventions through the Site, you hereby grant to THAH a royalty-free, perpetual, irrevocable, world-wide, non-exclusive, sub-licensable (through multiple tiers) license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display, including digitally or electronically, such content, information, ideas, concepts or inventions in any media or medium, or any form, format or forum now known or hereafter developed; provided the foregoing license shall not apply to information where such use is prohibited by law or otherwise a violation of these Terms. To the extent you are not the lawful owner of such rights, you represent and warrant that you have authority from the owner of such content, information, ideas, data, concepts or inventions to grant such rights to THAH.
6. **Links and Other Products and Services.** The Site may contain links to third party websites. THAH has no control over and is not responsible for those third-party websites or the content provided on or through such websites. You should review the applicable terms of use, privacy and cookie policies, and all other similar legal notices for such websites before using them. You hereby accept sole liability for the use of such links and third-party websites and you acknowledge and agree that you access those third-party sites at your sole risk. For the avoidance of doubt, no reference made on the Site to any product, program, process or service (or provider thereof) other than such products, programs, processes, or services of THAH, constitutes or implies an endorsement or recommendation by THAH.
7. **Disclaimer.** **THAH DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SITE, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF THAH'S CONTROL. THE SITE AND ANY DATA, TECHNOLOGY OR INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS SET FORTH IN THESE TERMS, THAH DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SITE OR WITH RESPECT TO ANY DATA, TECHNOLOGY OR INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE. YOU ACKNOWLEDGE AND AGREE THAT THAH AND ITS EMPLOYEES, MANAGERS, DIRECTORS, MEMBERS, SHAREHOLDERS AND GOVERNORS, AND ITS AND THEIR AFFILIATES, AGENTS, ATTORNEYS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASED PARTIES"), SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, CAUSED BY YOUR USE OR MISUSE OF THE SITE OR DATA, TECHNOLOGY OR INFORMATION CONTAINED ON OR PROVIDED THROUGH THE SITE.**
8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THAH OR ANY OTHER RELEASED PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE

TERMS, THE SITE OR DATA, TECHNOLOGY OR INFORMATION PROVIDED ON OR THROUGH THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL THAH OR THE OTHER RELEASED PARTIES BE LIABLE FOR DAMAGES EXCEEDING THE SUM OF \$50.00. THE EXISTENCE OF MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT. Any claims against THAH or any other Released Party arising out of or related to these Terms and/or the Site must be brought within one (1) year of the date of the event giving rise to such action occurred.

YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMER AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 7 AND 8 ARE FUNDAMENTAL ELEMENTS OF THESE TERMS AND THE SITE WOULD NOT BE PROVIDED TO YOU ABSENT YOUR CONSENT TO SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY. IF YOU ARE DISSATISFIED WITH THE SITE, THESE TERMS OR ANY PORTION OF THE FOREGOING, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR DISCLAIMERS OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SUCH PROVISIONS MAY NOT APPLY TO YOU.

9. **Indemnification.** You shall indemnify, defend and hold THAH and the other Released Parties harmless from and against all claims, damages, fees, costs, expenses (including, but not limited to, reasonable attorney's fees), liabilities or causes of action arising out of or related to your use of the Site or your breach of these Terms.
10. **Assignment.** You may not assign or transfer these Terms, or any of your rights or obligations hereunder, without the prior written consent of THAH, and any attempted assignment or transfer without THAH's prior written consent shall be null and void. THAH may freely assign these Terms without notice. All of the terms and provisions of these Terms shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, personal representatives, heirs, successors and permitted assigns.
11. **Governing Law.** These Terms shall be governed by, construed and enforced according to the laws of the State of Texas, without regard to its conflict or choice of law principles. Subject to Section 17 below, any action arising out of or relating to these Terms shall be brought only in the state or federal courts of Tarrant County, Texas and all parties expressly consent to such courts' jurisdiction and irrevocably waive any objection with respect to the same.
12. **Privacy.** THAH collects and uses your personal information in accordance with THAH's Privacy Policy which is incorporated herein by reference and deemed a part hereof.
13. **Costs of Litigation.** To the extent not prohibited by law, you shall be responsible for all charges, fees and expenses (including, without limitation, reasonable attorneys' fees) incurred by THAH in enforcing or attempting to enforce its rights hereunder, regardless of whether suit is commenced. In the event applicable law would convert this provision into a bilateral (i.e. "prevailing party") fee shifting provision, this provision shall be deemed severed from these Terms and the remainder of these Terms will remain in full force and effect.
14. **Suspension, Termination and Cancellation.** THAH reserves the right, in its sole discretion, to suspend or terminate the Site and/or your Account without notice for any reason, including, but not limited to, if THAH believes that you are in violation of any of the provisions of these Terms. THAH reserves the right to demand proof of eligibility, licensure and/or certification at any time, and suspend or terminate your Account if satisfactory evidence of eligibility is not promptly provided. THAH may deny you access to areas of the Site requiring an Account if THAH has grounds to suspect that the user information you have provided is inaccurate, not current or incomplete. If THAH believes your Account and password are being used without your authorization, THAH may, without notice, deny or block a transaction made through your Account and password until such time as THAH is satisfied that only you are accessing your Account. In the event you desire to terminate your Account you may do so by contacting THAH as set forth in Section 19 below.
15. **Force Majeure.** THAH shall not be responsible for delays or failures of performance resulting from acts beyond the reasonable control of THAH. Such acts shall include, but are not limited to, acts of God, strikes, public internet and private internet connection failures, lockouts, riots, acts of war, acts of terror, epidemics, government regulations, fire, communication line failures, power failures, earthquakes and other disasters.

16. Miscellaneous. Section headings are not to be considered part of these Terms. They are included solely for convenience and not intended to be full or accurate descriptions of the content hereof. Except as otherwise expressly set forth herein, should any provision of these Terms be held invalid or unenforceable, such invalidity will not invalidate the whole of these Terms, but rather that invalid provision will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of these Terms will remain in full force and effect. Except as set forth in Section 7, 8 and 9, nothing in these Terms is intended to confer upon any person other than the parties hereto, and their respective estates, personal representatives, heirs, successors and permitted assigns, any rights or remedies under or by reason of these Terms. Any and all rights and obligations contained in these Terms which by their nature and/or context are intended to survive termination of these Terms shall so survive, including, but not limited to, the limitations of liability, disclaimers and indemnification obligations. No breach or right under these Terms may be waived unless in writing signed by the waiving party. If you are accepting these Terms on behalf of an entity, you represent and warrant that you are an authorized representative of such entity and have the ability to bind such entity to these Terms. These Terms (and any other documents or terms referenced herein) constitute the entire agreement between the parties with respect to the Site and subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the subject matter hereof.

17. Arbitration. If any claim arising out of or related to these Terms and/or the Site cannot be settled by the disputants, the claim shall be resolved pursuant to informal arbitration by an arbitrator selected under the Commercial Arbitration Rules of the American Arbitration Association (as then in effect for expedited proceedings) and located in Dallas County, Texas, and such arbitration shall be conducted in that same location under such rules. Notwithstanding the foregoing, no disputant shall be required to seek arbitration regarding any cause of action that would entitle such disputant to injunctive relief. The determination of the arbitrator shall be conclusive and binding upon the disputants and a court judgment upon the same may be entered in any court having competent jurisdiction thereof. Subject to Sections 9 and 13 above, the expenses of arbitration shall be borne equally by the opposing disputants.

18. Intellectual Property. If you find or suspect the Site, or information or data provided on or through the Site, infringes your intellectual property rights, please report it to THAH using the contact information located in Section 19 below and include the following information. Upon receiving such information, THAH will investigate the matter.

- Your name, address, telephone number and email address so THAH may contact you for further information.
- A description of the intellectual property in question.
- A description of where the intellectual property is located on the Site.
- If applicable, a statement by the owner that they believe the intellectual property in question was used without their permission.

19. THAH Contact Information. If you have any questions or comments regarding these Terms or the Site, or if you need to contact THAH for any reason, please use any of the following:

Email: info@texashealthyathome.org
Phone: 972.584.7180