

Healthy Living for ME

Website Use Policy

Healthy Living for Maine (“HL4ME” or “We” or “Us”) connects individuals to programs that 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. The programs 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.

This Website Use Policy (“Policy”) applies to the use and collection of information through this website and any other website owned by us that posts a link to this Policy. This Policy is not a HIPAA Privacy Notice and does not govern the handling of your personal health information.

BY ACCESSING AND USING THE PROGRAMS, YOU AGREE TO THE TERMS OF THIS POLICY. HL4ME HAS THE RIGHT TO REVISE THIS POLICY AT ANY TIME. WE MAY NOT NOTIFY USERS INDIVIDUALLY IF WE CHANGE THIS POLICY. ANY CHANGES WILL BE EFFECTIVE WHEN POSTED. WE ENCOURAGE YOU TO CHECK THIS POLICY FREQUENTLY FOR CHANGES. YOUR CONTINUED USE OF THIS WEBSITE INDICATES YOUR CONSENT TO ANY CHANGES.

Information We Collect

This website may collect personal and non-personal information about you, when you sign up for a program through the website. When you register for programs, you may be asked to provide your email address, name and other information that may identify you. This information is considered Personal Information. For purposes of this 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.

Except as specifically stated below, we will not provide your Personal Information to any third parties without your express consent. We may also collect non-personal information regarding your use of the website with operational tools such as cookies, web log files, and user IP addresses (“Usage Information”). We 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. The information used for 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. We may also use the Usage Information to analyze and evaluate the features and functionality of the programs.

Use and Disclosure of the Information

Your Personal Information may be used and accessed by us as follows:

- We will use the Personal Information to inform you about programs and to help you register for programs.
- Your Personal Information will be available to certain third party technology services providers as reasonably necessary to support our website. 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 Policy.
- Your Personal Information may be disclosed to any referring health care provider or health plan or health insurance payor (“Related Source”).

Your Personal Information may be disclosed to a Related Source or other third party that conducts surveys regarding your use of the program, or sends you emails or newsletters. You can elect to opt-out of participating in surveys and receiving emails or newsletters by contacting the email address below, or by calling the number on the HL4ME website.

- Your Personal Information will be available to network providers and their employees (including leaders and trainers), who will use your Personal Information in the course of providing you with services.

Except for our third party technology services providers or as noted for a Related Source, we do not voluntarily share personal information with a third party without your prior authorization, unless doing so is necessary (1) to enforce this Policy, (2) to comply with laws, regulations, or other legal processes; (3) to protect the rights, property or safety of us or others, (4) to comply with a valid order or process from a government regulator or law enforcement agency, (5) in emergency situations, (6) to protect against misuse or unauthorized use of the programs, (7) to detect or prevent criminal activity or fraud, or (8) 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.

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 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.

Links to Other Sites

Our website may provide links to other websites. When you link to another site, you are longer on our site and are subject to the terms of use and privacy policy of the new site. We accept no responsibility for the content or accessibility of the external websites or external documents linked to this website.

Limitation of Liability

We make no claims, promises, or guarantees about the absolute accuracy, completeness, or adequacy of the contents of this website and expressly disclaim liability for any errors and omissions in the content of this website. No warranty of any kind, implied, express, or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose, and freedom from computer viruses, is given with respect to the contents of this website or its hyperlinks to other sites or web sources. References or links in this website to any specific commercial products, processes, or services, or the use of any trade, firm, or corporation name are for the information and convenience of the user, and do not constitute endorsement, recommendation, or favor by HL4ME.

Intellectual Property Rights

The website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Just by way of example, the HL4ME name and logo is a registered name and trademark of Spectrum. You may not use the name without the owner's prior written permission. All other names and logos appearing on the web site are tradenames or trademarks of their respective owners.

This Policy permits you to use the website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our website, including that you may not:

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- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes any part of the website or any services or materials available through the website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the website in breach of this Policy, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the website or any content on the website is transferred to you, and all rights not expressly granted are reserved by the HL4ME.

User Contributions

Any information or material you post or submit to the site, other than Personal Information or PHI, if any, (“User Contribution”) will be considered non-confidential and non-proprietary. By providing any User Contribution on the website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

Prohibited Uses

In addition to the conditions of use and the restrictions set forth above, by agreeing to these Terms of Use, you acknowledge that you will only use the website for lawful purposes and in accordance with this Policy. For example, and without minimizing any of the prior terms, you agree that you shall not use the website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use or re-use any material in a manner inconsistent with the terms of this Policy.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

- To engage in any other conduct that restricts, undermines or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm us or users of the website or expose them to liability.
- To introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- To gain unauthorized access to any data on the website, or any server.
- Attack the website via a denial-of-service attack or a distributed denial-of-service attack.

Contact Us

If you have any questions, comments, or concerns about this Policy, or your privacy, please contact us at PrivacyOfficer@healthylivingforme.org or via the contact information provided on the HL4ME website.

Changes to Our Policy

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