

## **WEB SITE TERMS OF USE**

**Effective as of 12/15/11**

### **Welcome.**

Welcome to this HealthPartners web site. By visiting or otherwise using this web site (“the Site”), you are agreeing to the following Terms of Use. These Terms are in effect as of the date shown above and may have changed since the last time you visited the Site. Please read these terms and conditions of use carefully before using the Site.

We may offer Site visitors the opportunity to participate in additional features or services through a HealthPartners website. Some of these features or services may require you to enter into other agreements or authorizations in addition to these Terms of Use before you can use those features or services.

### **Ownership of Site and reservation of rights**

This Site is owned and operated by HealthPartners, Inc., or one of its affiliates, subsidiaries, or other related organizations. HealthPartners reserves all rights to the Site except those that we specifically give to you in these Terms of Use.

### **Changes in Terms of Use**

We have the right to change these Terms of Use at any time. Any change is effective as soon as we post it to the Site. We will post the date of the latest change at the top of this Terms of Use page. If you use the Site after a change is posted, you are considered to have accepted the changes. You should visit and reread these Terms of Use often so you are up-to-date in what they say.

### **No Medical Advice**

Information we provide on 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 never rely on this or any other web site alone to make medical decision.

We specifically do not intend for you to interpret anything on this Site as advocating the self-management of your health or medical condition or used as a substitute for professional medical advice.

Never delay seeking medical advice or disregard any medical advice you have received from your provider because of anything you read on the Site.

### **Copyright and intellectual property**

HealthPartners owns the copyright and other intellectual property for the Content of the Site. (“Content” includes text, graphics, images, and other material, and includes any software that permits you to visit or use the Site that we have developed or have a legal license to use). Neither you nor

anyone else has or gets any right, title or interest in and to the Content by simply visiting or using the site.

### **If Content violates your copyrights**

Under the terms of the Digital Millennium Copyright Act, if you send our “Designated Agent” (shown below) a notice that Content on our Site infringes your copyrights, we will promptly remove or disable access to the infringing Content.

A notice for this purpose must contain all of the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the right that you believe is being infringed.
- Identification of the copyrighted work that you believe is being infringed.
- A description of the Content that you believe is infringing and should be removed;
- Enough information so we can find the infringing Content on our Site;
- Enough information so that we can contact you, including your name, address, and telephone number and email address (or both);
- A statement that you believe in good faith that use of the material in the manner complained about is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in your notice is accurate and, under the penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a notice that has this information, we will remove or disable access to the content in question.

We will notify the source of the infringing content of your complaint and our actions. In some cases, if the source of the content provides us with additional information that convinces us that the content should not have been removed, we may reinstate it.

You may want to consult with a lawyer before filing a notice or responding to a notice filed by someone else.

Send the notice to our Designated Agent:

Tobi Tanzer

HealthPartners, Inc.

8170 33rd Ave S

Bloomington MN 55425

[privacy@healthpartners.com](mailto:privacy@healthpartners.com)

(We cannot accept attachments to an email. Please include all the required information in the body of the email. If you do attach an attachment, we may not receive the notice and will not process it.)

### **Restrictions on Use**

You may view or download copies of the material on the Site only for your own personal use. You may not – and may not knowingly allow anyone else to – do any of the following things:

- (1) Use the Site for commercial (money-making) purposes or otherwise use the Site for the benefit of anyone other than you or us.
- (2) Use this Site for any illegal purpose or to transmit material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person.
- (3) Upload or transmit any communication or content that may infringe on or violate the rights of another person.
- (4) Reverse engineer or attempt to discover any underlying ideas, source code, processes, techniques, technology, design, formula, engineering, or algorithms of the Site.
- (5) Reverse-engineer, disassemble, decompile, reproduce, transcribe, translate into any language or computer language, re-transmit in any form by any means, resell, or redistribute the Content without our prior written consent.
- (6) Attempt to disable, “hack”, or otherwise interfere with the proper functioning of this Site.

### **Trademarks**

The trade names, trademarks, service marks, logos, and slogans (“Marks”) contained in the Site belong to HealthPartners, its subsidiaries and affiliates, or to another party that we have allowed to place its mark on our Site. You are not authorized to use a Mark in any advertisement, publicity, or in any other commercial manner without getting the written permission in advance of the owner of the Mark.

Our displaying someone else’s Mark does not mean that we endorse, sponsor, or recommend that party’s product, service, or process.

### **Links to Other Sites**

The Site and Content may have links to web sites operated by third parties. We provide the links solely for convenience and reference and not because we endorse the content of anyone else’s web site. We cannot guarantee the accuracy of any information or materials on the other web sites.

### **Warranty Disclaimer**

While we try to keep the Content on the Site as accurate as possible, we cannot and do not guarantee the reliability, accuracy, completeness, or appropriateness of any information or Content on the Site (including links to other sites operated by third parties).

We do not make any promises about the results that may be obtained from using the Content on the Site. You therefore use the Content on the Site is at your own risk.

The information and Content on the Site is provided AS IS WITHOUT WARRANTY OF ANY KIND, AND WE DISCLAIM ANY EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **Limitation of Liability**

We are not liable for any delay, inaccuracy, error or omission with respect to the Site or the transmission or delivery of all or any part of it, or for any damage or results that arise from your use of the Site.

#### **Governing Law and Forum for Disputes**

This Site resides in the State of Minnesota. The existence of the Site and the fact that you can access it from anywhere is not intended and should not be construed to mean that we are conducting business in all states of the United States of America. Neither do we consent or submit to the personal jurisdiction of the state or federal courts in any state in the United States, except the State of Minnesota. By using our Site, you are agreeing that any claim or action arising directly or indirectly from the use of the Site will be construed in all respects under the laws of the State of Minnesota, exclusive of its choice of law or conflict of laws provisions.

#### **Contact information**

You may direct questions or concerns about these Terms of Use to [privacy@healthpartners.com](mailto:privacy@healthpartners.com) or in writing to:

HealthPartners  
8170 33rd Ave. S.  
Bloomington, MN 55425

Attention: Tobi Tanzer