

Terms of Use

1. **Agreement.** Your access to and use of the www.atriumhealthlistens.org website and any page contained herein, all of which are collectively referred to as the "Website," is subject to the following Terms of Use and all applicable laws. Please read the following information carefully before accessing this Website. Your continued use of this Website indicates your agreement and acceptance of the following terms and conditions. Atrium Health may modify this Agreement at any time, and such modification shall be effective thirty (30) days after posting the modified Agreement. You agree to review this Agreement periodically to ensure that you are aware of any modifications. Your continued access or use of the Website after the modifications have become effective shall be deemed your conclusive acceptance of the modified Agreement. We reserve the right at any time to, among other actions:

- a. Change the Website, including elimination or discontinuing any content on or feature of the Website; or
- b. Deny or terminate your use of and/or access to the Website.

2. **License.** We hereby grant you the right to view and use this Website subject to the terms and conditions of this Agreement. Permission to reprint or electronically reproduce any document or graphic in whole or in part is expressly prohibited.

3. **Privacy.** We respect your personal privacy. Please see our Privacy Policy, which is incorporated by reference into this Agreement, for the details of our commitment.

4. **Disclaimer.** The Website, including all content or services made available on or accessed through the Website, is provided "as is." We make no representations or warranties of any kind whatsoever for the content on the Website. We and our suppliers do not guarantee the timeliness, validity, completeness or accuracy of information made available to you for any particular purpose. We and our suppliers disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, with regard to the information contained on or made available through this Website. We do not warrant that the functions contained in the Website or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the server that makes it will be corrected, or will be free of viruses or other harmful components. We have no control over the Internet and cannot prevent the interception of messages by unauthorized parties or guarantee that such unauthorized parties may not be able to decrypt encrypted messages. In no event will we be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover exemplary, punitive, personal injury/wrongful death, special incidental, indirect or other consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages. **WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO MODIFY ANY PART OF THESE TERMS, INCLUDING THE AWARDING AND REDEMPTION OF DRAWINGS AND PRIZES, AT ANY TIME BY CHANGING THESE TERMS OR RELATED INFORMATION ON OUR WEBSITE.** We may, in our sole discretion, terminate or suspend access to all or part of the community and the Website for any reason, including, without limitation, breach of these Terms, or taking actions that are inconsistent with the intent of these Terms. We will be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. We may also terminate any member's account in our sole discretion and without notice if a member has failed to complete a survey for six (6) consecutive months or more.

5. User Representations. You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use the Website in accordance with this Agreement.

6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regarding provisions relating to conflicts of law. You agree that any legal action or proceeding between Atrium Health and You for any purpose concerning this Agreement or the parties' obligations under this Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Mecklenburg County, North Carolina, United States. Any cause of action or claim you may have with respect to Atrium Health must be commenced within one (1) year after the claim or cause of action arises. Atrium Health failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Atrium Health may assign its rights and duties under this Agreement to any party at any time without notice to you.

7. Notice. Atrium Health may deliver notice to you under this Agreement by means of electronic mail or a general notice on Website. You may give notice to Atrium Health at any time by letter delivered by first class postage prepaid U.S. mail or overnight courier to the following address:

Carolinas HealthCare System

P.O. Box 32861

Charlotte, NC 28232

Attn: Marketing

8. Severability. The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions.