

ALLWAYS COMMUNITY | ONLINE COMMUNITY TERMS & PRIVACY POLICY

Last Updated on December 19, 2018

Welcome to AllWays Community. This website, www.allwayscommunity.org (the “**Site**”), is a consumer community brought to you by AllWays Health Partners, a not-for-profit health plan and member of Partners Healthcare System (“**AllWays Health Partners**,” “**we**,” “**us**,” or “**our**”).

The following terms and disclosures (the “**Online Community Terms**”) govern your use of the Site and provide important information concerning privacy, security, and links to other websites. You must agree to these Online Community Terms in order to become a participant, and since this information may be updated from time to time as we continue to expand the capabilities of the Site, please make sure to review the Online Community Terms now and periodically in the future to ensure that you understand the terms associated with your use of the Site. BY BROWSING, ACCESING OR OTHERWISE USING THE SITE IN ANY MANNER, YOU HEREBY ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE ONLINE COMMUNITY TERMS. IF YOU DO NOT AGREE TO THESE ONLINE COMMUNITY TERMS, PLEASE DO NOT USE THE SITE AND EXIT NOW.

ACCEPTABLE USE & CODE OF CONDUCT.

You will use the Site only in a safe manner and for lawful and legitimate purposes. Any use of the Site other than as specifically authorized in these Online Community Terms is strictly prohibited and may result in our suspension or termination of your license to use the Site, as well as possibly exposing you to legal action and damages.

In using the Site, you shall not:

- engage in any illegal or criminal activity, including, but not limited to, threats of physical harm or harassment, theft or infringement of intellectual property rights, fraud, or forgery;
- post or transmit any unlawful or otherwise objectionable material of any kind on the Site;
- collect, steal, or harvest any personal information through the Site;
- impersonate any person or entity or misrepresent your affiliation with a person or entity;
- use this Site for any purpose in violation of local, state, national, or international laws;
- use this Site as a means to distribute or post advertising or other unsolicited material to any third party;
- reverse engineer, disassemble, or decompile any software included on the Site;
- use any scraping, data mining, robots, or similar data gathering or extraction methods in connection with the Site;
- disrupt the operation of the Site in any manner, including, but not limited to, through the use of methods such as denial of service attacks, flooding, or spamming;
- use the Site to violate the security of a network, service, or other system, whether successful or not, or to modify, erase, or damage any information contained on the computer of any user connected to the Site;
- interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site;
- take any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- upload invalid data, viruses, worms, keyloggers, spyware, Trojan horses, time bombs, malicious or harmful code, or other software agents through the Site;
- violate any requirements, procedures, policies, or regulations of networks connected or linked to the Site;
- hack, spam, or phish the Site or other users of the Site;
- use the Site other than for its intended purposes and in any manner that is inconsistent with these Online Community Terms; or
- hold AllWays Health Partners, Partners HealthCare System, Inc. or any of their respective affiliates responsible for your use of the Site.

Please let us know about any inappropriate behavior that you become aware of when using the Site. If you find something that violates these Online Community Terms, let us know by sending us an e-mail to customerserviceonline@AllWaysHealth.org. We reserve the right, in our sole and absolute discretion, to deny you or anyone access to the Site without notice.

USE OF SITE CONTENT.

The Site contains a wide variety of Content (defined below), whether (1) proprietary to AllWays Health Partners, or (2) proprietary to our online partners and third parties. **“Content”** includes, but is not limited to text, data, files, documents, software, scripts, layout, design, function and “look and feel,” graphics, images, audio, videos, audiovisual combinations, interactive features and any other materials that you may view, access, or download through the Site. The Content contained on the Site has been included for general informational purposes only. You may access and use Content solely for your information and personal, non-commercial use, as intended through the functionality of the Site and permitted under these Online Community Terms. Any modification of the Content, or use of the Content for any purpose other than personal, non-commercial use, without the prior consent of AllWays Health Partners or its licensors, as applicable, is a violation of the copyright, trademark, and other proprietary rights in the Content and is expressly prohibited.

PRIVACY & SECURITY.

Information You Provide to Become a Registered Member. When you visit the Site, we provide you with the opportunity to sign up as a registered member of AllWays Community (**“Registered Member”**) by providing your name and e-mail address, completing a profile questionnaire, and then opting into the community. As a Registered Member, you are given access to certain member-restricted areas. Please remember that your decision to sign up as a Registered Member is voluntary. Please also be advised that if you contact us by e-mail, we may keep a record of your contact information and correspondence, and may use your e-mail address, and any information that you provide to us in your message, in order to respond to you.

As a participant in AllWays Community, you may be asked to supply personal information, including Personal Health Information (**“PHI”**), when you choose to complete our consumer surveys. These surveys will be completely voluntary and you can choose to disclose this information or not.

This Site may provide you with the opportunity to voluntarily submit forms via e-mail. If you do so by e-mail, AllWays Health Partners cannot guarantee the confidentiality or security of the information that you send. E-mail sent over the Internet is not secure. **Therefore, do not use these e-mail forms, or use e-mail in general, to provide us with PHI or other detailed medical information.** AllWays Health Partners **will not be liable for any breach of confidentiality resulting from the use of e-mail via the Internet.**

Information We Collect About Your Interaction With The Site.

We may collect information about your interaction with the Site without identifying you as an individual (**“Anonymous Information”**), by using cookies or other technologies. Anonymous Information is used to help make the Site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use. For example, we may receive certain standard information about your browser, such as your IP address, browser and operating system type, and information about the device you are using. This information is aggregate “usage” data and does not permit the identification of individual persons. To help you understand these technologies better:

- **“Cookies”** are electronic files many websites place on a visitor’s computer to store information that makes each visit to a respective website more efficient. To remove cookies, you may configure your browser to clear all cookies, or configure it to reject cookies whenever you visit a new website. Consult your browser’s user guide for specific instructions on removing cookies. Please be aware that disabling or removing cookies may cause the Site or certain of its features not to function properly or as designed.

How We Use Information Collected Through the Site.

- We may use the information we collect from and about you through the Site for any of the following purposes: (i) to operate the Site and to provide services to you, (ii) to respond to your requests and inquiries, (iii) to notify you about important changes to the Site or our services, such as revisions to these Online Community Terms, security announcements, or other similar messages, (iv) to review Site usage and operations and to improve the content and functionality of the Site, (v) to protect the security or integrity of the Site or our organization, or (vi) to tailor the Site to your needs and the needs of other visitors. We may use Anonymous Information for any purpose in our discretion. We do not collect personal information about you that you do not voluntarily provide to us.
- We use and disclose information, including PHI, only according to our strict confidentiality policies and in accordance with applicable federal and state laws designed to protect a member's privacy. We handle, maintain and use all PHI that our members disclose to us in accordance with our health plan's Notice of Privacy Practices (<https://www.allwayshealthpartners.org/privacy.html>), which is linked to these Online Community Terms and incorporated herein by reference.

How We Share Information Collected Through the Site.

AllWays Health Partners does not sell, lease or rent the personal information you share with us on or through the Site with third parties for commercial or direct marketing purposes. AllWays Health Partners may disclose your personal information to third parties only (i) as required by law or regulation or as we believe in good faith that disclosure of such personal information is reasonably necessary to: (1) satisfy any applicable law or regulation, (2) to respond to claims and/or to comply with a judicial proceeding, court order or legal process served on us, (3) to protect and defend our rights or property and/or the rights or property of third parties, as permitted by law, or (4) to detect, prevent or otherwise address fraud, security, or technical issues; and/or (ii) with our service providers that provide certain services to maintain and operate the Site or to help us deliver services to you.

How We Protect Your information.

AllWays Health Partners uses reasonable administrative, physical and technical safeguards designed to secure the personal information you share with us. The information that we collect from users through the password-protected sections of the Site is confidential and is available only to authorized users. It is protected from unauthorized access through multiple layers of security controls and monitoring. However, regardless of the precautions taken by us or by you, no data transmitted over the Internet or any other public network can be guaranteed to be 100% secure. We cannot ensure or warrant the security of any information you transmit to us and you provide all personal information to us at your own risk.

Username and Passwords.

Registered Members are responsible for maintaining the security of their account profile information, including username and password information, and for any and all activities that occur under the Registered Member account.

DISCLAIMERS.

General Disclaimer.

Content on the Site is provided to you AS IS. You understand that we do not guarantee the accuracy, safety, integrity, or quality of Content and you hereby agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the Content or the integrity and accuracy of such Content.

Medical Disclaimer.

THE SITE MAY CONTAIN GENERAL INFORMATION RELATING TO VARIOUS MEDICAL CONDITIONS AND THEIR TREATMENT. SUCH INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT ON THE SITE IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. THE CONTENT RELATING TO MEDICAL CONDITIONS AND THEIR TREATMENT IS NOT MEANT TO BE A SUBSTITUTE FOR ADVICE PROVIDED BY A DOCTOR OR OTHER QUALIFIED HEALTHCARE PROFESSIONAL. YOU SHOULD NOT DISREGARD OR DELAY SEEKING MEDICAL ADVICE BASED ON ANYTHING THAT APPEARS ON THE SITE, AND YOU SHOULD NOT USE THE INFORMATION CONTAINED HEREIN FOR DIAGNOSING A HEALTH PROBLEM OR DISEASE. YOU SHOULD NOT CONSTRUE THIS CONTENT AS ANY WARRANTY OR RECOMMENDATION OF TREATMENT. **IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL “911” IMMEDIATELY.**

INFORMATION DISCLOSED IN FOCUS GROUPS, DISCUSSION BOARDS, AND E-MAIL. As a participant in the AllWays Community, you may be asked to engage in online focus groups or discussion boards with other community participants. The focus groups and discussion boards are completely voluntary and you can choose to provide information on these participant forums at your own discretion. If you choose to engage in an online focus group or discussion board, the information you provide will not be protected by or subject to the AllWays Health Partners privacy and security policies described in these Online Community Terms and AllWays Health Partners disclaims any responsibility for maintaining the privacy and security of such information. **Therefore do not use these focus groups and discussion boards to provide us with PHI or any other detailed medical information.**

Certain features of the Site, such as online focus groups or discussions boards, allow you to post, submit, publish, share or manage ideas, opinions, recommendations, data and information (“**Your Content**”). By posting or publishing Your Content, you represent and warrant to us that you have all necessary rights to distribute Your Content to us, either because you are the author and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of Your Content. You hereby grant to us and our authorized personnel a worldwide, royalty-free, fully-paid, non-exclusive, transferable and sublicensable license to copy, publicly perform, publicly display, publish, distribute, create derivative works of, and otherwise exploit Your Content as we in our sole and absolute discretion deem appropriate to perform and to promote the Site and our organization. You acknowledge and agree that we will own all right, title, and interest in and to any materials, content, or other works of authorship created by us or on our behalf and used in connection with the Site offered by our organization. **PLEASE BE AWARE THAT ANY INFORMATION, IDEAS OR OPINIONS YOU CHOOSE TO PUBLISH ON OR THROUGH OUR SITE ARE PUBLICLY AVAILABLE AND MAY BE SEEN BY LARGE NUMBERS OF PEOPLE.**

LINKS TO OTHER SITES.

Our Site contains links to other websites that we think might be useful or of interest to you. We do not exercise control over third party websites. These other websites may place their own cookies or other files on your computer, collect data, or solicit personal information from you. Other sites follow different rules regarding the use or disclosure of the personal information you submit to them. We encourage you to read the privacy policies or statements of the other websites you visit. Please be aware that these Online Community Terms do not apply to these third party websites.

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YOUR ABILITY TO ACCEPT THESE ONLINE COMMUNITY TERMS. You affirm that you are more than 18 years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Online Community Terms, and to abide by and comply with these Online Community Terms.

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MODIFICATION OF THESE TERMS OF USE. We reserve the right to change these Online Community Terms and any terms, conditions and notices under which the Site is offered. We may terminate these Online Community Terms at any time by suspending or terminating access to the Site. You can see when these Online Community Terms were last revised by referring to the "Last Updated" legend above. Your continued use of the Site after we have posted revised Online Community Terms signifies your acceptance of such revised Online Community Terms.

ERRORS, INACCURACIES AND OMISSIONS. Occasionally there may be information on our Site that contains typographical errors, inaccuracies, or omissions. We reserve the right to correct any errors, inaccuracies, or omissions; however, we undertake no obligation to update, amend, or clarify information on the Site, except as required by law. No specified update or refresh date applied to the Site should be taken to indicate that all information with respect to the Site has been modified or updated.

MISCELLANEOUS. These Online Community Terms shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A. without regard to its rules on conflicts or choice of law. These Online Community Terms constitute the sole agreement between you and AllWays Health Partners for your use of the Site and the subject matter hereof, and no representations, statements, or inducements, oral or written, not contained in these Online Community Terms shall bind either you or AllWays Health Partners. Any of the terms of these Online Community Terms 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 these Online Community Terms or affecting the validity or enforceability of these Online Community Terms as a whole. Failure to insist on performance of any of the terms of these Online Community Terms will not operate as a waiver of any subsequent default. No waiver by AllWays Health Partners of any right under these Online Community Terms 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. These Online Community Terms shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. A printed version of these Online Community Terms and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Online Community Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Online Community Terms constitute the entire agreement between you and AllWays Health Partners with respect to use of the Site and/or Content and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and AllWays Health Partners with respect to the Site and/or Content.

CONTACT INFORMATION. If you have questions or concerns with respect to AllWays Health Partners or the Site, please contact us using one of the following options:

By e-mail: customerserviceonline@AllWaysHealth.org

By phone: 1-800-433-5556

By mail: AllWays Health Partners

Attn: AllWays Community

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