

## Website Terms of Use

These Terms of Use ("Terms") apply to those mobile applications and websites that we operate (each an "Application") and that contain a link to these Terms. By using our Applications you are agreeing to the following:

### **USE OF THIS APPLICATION**

The contents of this Application – whether the content is ours or is licensed to us by a third party -- are protected by copyright. We authorize you to view and download material on this Application solely for your own use. You may not sell or modify the material or otherwise use it for any commercial purpose.

You will not use this Application in violation of any laws, including the fraud and abuse or anti-kickback provisions of the federal Medicare and Medicaid laws.

You will not, and will not permit anyone else to: (1) modify, adapt, alter, translate or create derivative works of this Application; (2) use or merge this Application, or any component or element of this Application, with other software, databases or services not provided by us; (3) sublicense, distribute, sell or otherwise transfer the Application to any other party; (4) use the Application as a service bureau, or lease, rent or loan this Application to any third party; (5) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of this Application; (6) interfere in any manner with the operation of this Application; (7) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to this Application; (8) create a database by systematically downloading and storing this Application; (9) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather information from this Application or reproduce or circumvent the navigational structure or presentation of this Application.

### **USE OF INFORMATION AND RESOURCES**

We make this Application available for the purpose of providing information to the public about our products and services. Nothing on this Application is intended to be a substitute for professional medical advice or for the care that patients receive from their physicians. Nothing in this Application is intended to be used for medical diagnosis or treatment. You should not disregard medical advice, or delay seeking medical advice, because of something you read on this Application.

### **PASSWORDS AND ACCOUNT**

If you have a username and password (your "Login Information") you are solely responsible for controlling your Login Information and for authorizing, monitoring and controlling access to your account. You agree to notify us immediately of any unauthorized use of your Login Information or of any need to deactivate the Login Information associated with your account.

## **LINKING TO OTHER APPLICATIONS**

From time to time we may provide links to websites not owned or controlled by us. We do this because we think the information might be of interest or use to you. A link to a third party website does not constitute or imply endorsement by us. We cannot guarantee the quality or accuracy of information presented on third party websites. While we do our best to ensure your privacy, we cannot be responsible for the privacy practices of third party websites. We encourage you to review the privacy practices of any website you visit.

## **APPROPRIATENESS OF CONTENT**

This Application is not intended to attract children under the age of 13. We do not collect personal information from any user that we know is under the age of 13. Some of the content on this Application may not be appropriate for children. Parents or guardians are solely responsible for providing supervision of minors' use of this Application.

## **DIGITAL MILLENIUM COPYRIGHT ACT**

We respect the intellectual property of others. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on or through this Application, you must provide the following information to us when providing notice of the claimed infringement:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner and identification of the copyrighted work that is infringed;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number and/or email address;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted in writing to us at 120 Monument Circle, Indianapolis, IN 46204, ATTENTION: LEGAL DEPARTMENT/DMCA COMPLAINT. This information should not be construed as legal advice. For further details on the information required for valid DMCA notifications, see 17 U.S.C. 512(c)(3).

## **LIMITATIONS ON LIABILITY**

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### **TERMINATION**

We may terminate any user's right to use this Application at any time. We reserve the right to block, delete or stop the uploading of materials and communications that we find unacceptable for any reason. If your right to use this site ends, you shall make no further use of this site or any information obtained from this site.

### **CHANGES TO THESE TERMS**

We may revise, modify or amend these Terms at any time. Any such revision, modification or amendment shall be effective immediately upon either posting it to the Application or otherwise notifying you. These terms were most recently updated January 1, 2021.

### **MISCELLANEOUS**

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These Terms shall be governed and construed in accordance with the laws of the State of Indiana without regard to the choice of law provisions of any jurisdiction. We may without notice to you assign our rights and duties under these Terms to any party at any time. Failure to enforce or insist on strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. You agree that any legal action or proceeding between us and you in any way related to these Terms shall be brought exclusively in a court of a competent jurisdiction sitting in Indianapolis, Indiana. Any cause of action or claim you may have against or involving us must be commenced within one year after the claim or cause of action arises. Neither the course of conduct between the parties nor trade practice shall modify the provisions of these Terms. The invalidity or unenforceability of any provision shall not in any way affect the validity or enforceability of the rest of these Terms. These Terms constitutes the entire agreement between you and us regarding your use of this Application, and it supersedes all prior agreements, representations, proposals and other communications with respect this Application and its content.

If you have questions about these Terms you may contact us at (844) 947-3784.

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