The Colorado Health Foundation Website Terms of Use

Welcome to the websites of The Colorado Health Foundation (together, the "**Site**"). The Site is operated by The Colorado Health Foundation, a Colorado nonprofit corporation ("**TCHF**", "**We**" or "**Us**"). Please carefully read these Terms of Use. By using the Site, you acknowledge and agree that you have read and agree to be bound by these Terms of Use (this "**Agreement**"). This Agreement is made between TCHF and You or, in the case that you represent and are using the Site on behalf of a company or other entity, that company or other entity ("**You**"). IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, PLEASE EXIT THE SITE NOW AND REFRAIN FROM USING ANY MATERIAL THAT YOU MAY HAVE DOWNLOADED FROM THE SITE.

1. USE OF THE SITE. All use of the Site is subject to the terms of this Agreement. You may access and use the Site solely for lawful purposes. You must be 13 years or older to use the Site. TCHF reserves the right at any time and in its sole discretion to modify, suspend, or discontinue the Site (or any portion thereof) with or without notice.

2. REGISTRATION. To access some areas of the Site, You may have to apply for and be approved as a registered user (a "**Registered User**") of the Site. Your approval as a Registered User is at the sole discretion of TCHF. Upon approval as a Registered User, You may be asked to create a password-protected account (an "**Account**"). You agree to keep your Account information and password

confidential. You agree to notify TCHF immediately of any actual or suspected unauthorized use of your Account. You are solely responsible for all activities that occur through Your Account. TCHF will not be responsible for any loss to You caused by your failure to comply with these obligations. In connection with your application to become a Registered User, You will be asked to submit certain information about yourself ("**Registration Information**"). You represent and warrant that: (a) all Registration Information You provide is true, accurate, current, and complete; and (b) You will maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. As part of the registration process, You may be assigned or permitted to create a user ID for use in identifying your Account (a "**User ID**"). You may not: (i) select or use a User ID of another person with the intent to impersonate that person; (ii) use a User ID in which another person has rights without such person's authorization; or (iii) use a User ID that TCHF, in its sole discretion, deems offensive. Failure to comply with the foregoing shall constitute a breach of this Agreement, which may result in immediate termination of your Account.

3. TERM AND TERMINATION. This Agreement will be effective on the date You first use the Site and will continue until terminated. TCHF may terminate or modify this Agreement immediately, for any reason or no reason, with or without notice to You. You may terminate this Agreement upon written notice to TCHF, such termination effective upon receipt of such notice by TCHF. TCHF may also suspend your use of the Site or deactivate a User ID and direct You to cease using the Site with or without notice to You and with or without cause. Upon any termination of this Agreement, all rights granted to You under this Agreement will cease and You must promptly discontinue all access to any part of the Site and the use of any Content downloaded or otherwise obtained from the Site. Sections 3, 4, 5, 7, 10, 11, and 15 will survive termination or expiration of this Agreement for any reason as they apply to the rights granted to TCHF and the restrictions placed on You.

4. CONTENT. The Site and the entire contents of the Site, including, but not limited to, text, files, images, graphics, illustrations, audio, video, and photographs on or offered through the Site (collectively, "**Content**") are protected by intellectual property rights, including, as applicable and without limitation, copyrights, trademarks, patents, and other proprietary and intellectual property rights ("**Intellectual Property Rights**") of TCHF or other third parties who have granted rights to TCHF.

5. USE OF THE CONTENT. Your access to or use of the Content is subject to the terms and conditions of this Agreement. You may use the Content only in the form provided on or through the Site solely for your own informational purposes. You may not use any Content for any commercial purpose or charge a fee or other consideration in exchange for the Content. You may not utilize the Content to sell, advertise, endorse, or otherwise promote any other service, product, or party. All use of the Content must be accompanied by an acknowledgment that the Content is owned by TCHF. You must otherwise abide by all Intellectual Property Rights, notices, information, or restrictions contained on or in any Content. Unless otherwise noted on the Site, as between You and TCHF, its partners, affiliates, and licensors ("**Affiliates**"), all Content is owned or used with permission by TCHF and its Affiliates. Except as stated in this Agreement, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to the Site or Content, or any Intellectual Property Rights therein or related thereto, and You may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Site or Content without the prior written permission of TCHF. If you would like to use the Content in a manner that is not expressly set forth in this Agreement, please contact us using the "Contact Us" page. A link to the Contact Us page is on the bottom of each page of the Site.

6. MARKS. Unless otherwise labeled, all trademarks, service marks, logos, banners, and page headers displayed on this Site (collectively, the "**Marks**") are the property of TCHF and its Affiliates. Except as expressly set forth in this Agreement, You may not display, link to, or otherwise use the Marks without the prior written permission of TCHF.

7. POSTINGS AND UPLOADS. The Site may include forums, bulletin boards, chat rooms, or other opportunities through which You may provide or upload Content of your own to the Site. You agree not to upload or provide any Content that is: (1) libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (2) an infringement of the Intellectual Property Rights of any third party; (3) illegal in any way or that advocates illegal activity; (4) an advertisement or solicitation of funds, goods, or services; (5) an endorsement or advertisement for any candidate for public office; (6) a software virus or contains any other harmful computer code, files, or programs. We reserve the right to refuse to post or remove any post or Content which in our sole discretion violates this Section 7 without prior notice. You hereby represent and warrant to TCHF and its Affiliates that You own all right, title, and interest in and to any Content that You provide or upload to the Site, or that You have sufficient rights, whether by implication, estoppel, or otherwise, to post or upload Content and to grant TCHF the rights discussed in this Section 7. You will indemnify, defend, and hold harmless TCHF and its Affiliates from any and all third-party claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees and court costs) that result from a breach or alleged breach of any representation or warranty set forth in Section 7. By providing or uploading any Content to the Site, You grant TCHF a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such Content throughout the world in any form, media, software, or technology of any kind. In addition, you waive all moral rights in the Content, including any Content you

post or upload, or warrant that all moral rights applicable to such Content have been waived. You also grant TCHF the right to use Your name in connection with the reproduction or distribution of such material.

8. CLAIMS OF INFRINGEMENT. Just as TCHF requires users of the Site to respect the copyrights and other intellectual property rights of TCHF, its Affiliates, and other third parties, TCHF respects the copyrights and other intellectual property rights of users of the Site and other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Site without authorization in a way that constitutes copyright infringement, You may notify our designated copyright agent by mail to:
The Colorado Health Foundation
Attn: Digital Communications Officer
1780 Pennsylvania St.
Denver, CO 80203

Please provide the following information to TCHF:

1. The identity of the infringed work, and of the allegedly infringing work.
2. Your name, address, daytime phone number, and Email address, if available.
3. A statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law.
4. A statement of the accuracy of the notice and, under penalty of perjury, that You are authorized to act on behalf of the owner; and
5. Your electronic or physical signature.

9. REPRESENTATIONS AND WARRANTIES. You hereby represent, warrant, and covenant for the benefit of TCHF and its Affiliates that: (1) You have the legal right and authority to enter into this Agreement, and, if You are accepting this Agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this Agreement; (2) You have the legal

right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement You enter into in connection with any of the Services; (3) all information You provide to TCHF in connection with this Agreement and Your access to the Site and use of the Services is correct and current; and (4) You acknowledge and agree, for and on behalf of You and any enterprise that you represent, that any Content provided by the Site is provided as general information only and not intended as medical or legal advice.

10. DISCLAIMER AND LIMITATION OF LIABILITY.

10.1 Disclaimer. THE SITE IS PROVIDED BY TCHF "AS IS" and "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. NEITHER TCHF NOR ITS AFFILIATES REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED, DOWNLOADED FROM, OR DISTRIBUTED THROUGH THE SITE. YOU AGREE THAT YOUR ACCESS TO THE SITE IS AT YOUR OWN RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY OR DAMAGE YOU INCUR THROUGH ACCESS TO THE SITE. EXCEPT WHERE THE LAWS AND REGULATIONS OF A PARTICULAR JURISDICTION CONCERNING WARRANTIES CANNOT BE WAIVED OR EXCLUDED BY AGREEMENT, TCHF EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU RECOGNIZE THAT THE CURRENT STATE OF TECHNOLOGY DOES NOT ALLOW FOR ERROR-FREE ACCESS TO THE SITE AND INTERRUPTIONS, CRASHES, AND DOWNTIME BEYOND TCHF'S CONTROL MAY OCCUR FROM TIME TO TIME.

10.2 Limitation. IN NO EVENT WILL TCHF BE LIABLE FOR ANY

DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH YOUR ACCESS TO THE SITE OR USE OF THE SERVICES, EVEN IF TCHF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY. TCHF'S TOTAL AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED $250.

11. INDEMNIFICATION. You hereby indemnify, defend, and hold harmless TCHF and its Affiliates, employees, agents, contractors, assigns, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising from Your accessing the Site or Your breach of any term of this Agreement. TCHF will provide You with notice of any such claim or allegation, and TCHF will have the right to participate in the defense of any such claim at its expense.

12. PRIVACY POLICY. TCHF's privacy policy, a copy of which is available at http://www.coloradohealth.org/privacy-policy (the "**Privacy Policy**"), is hereby incorporated in this Agreement by this reference. By accepting this Agreement, You expressly consent to the use and disclosure of your personally identifiable and other information as described in the Privacy Policy.

13. LINKED SITES. The Site contains links to third-party sites that are not under the control of TCHF, and TCHF is not responsible for any content on any linked site. If you access a third-party site from the Site, then you do so at your own risk. TCHF provides links only as a convenience, and the inclusion of the link does not imply that TCHF endorses or accepts any responsibility for the content on those

third-party sites. TCHF welcomes links to the Site. You may establish a link to this Site, provided that the link does not state or imply any sponsorship or endorsement of your site by TCHF or your site does not endorse or oppose any candidate for public office. You may not use on your site, any Content or Marks appearing on the Site in establishing the link. You may not frame or otherwise incorporate into another site the Content or other materials on the Site without prior written consent of TCHF.

14. NOTICES. Except as expressly stated otherwise, any notices required or allowed under this Agreement will be given to TCHF by postal mail to the address for TCHF listed on the Site. If applicable law requires that TCHF accepts email notices (but not otherwise), then You may send TCHF email notice using the "Contact Us" page. A link to the Contact Us page is available on each page of the Site. With respect to TCHF's notices to You, TCHF may provide notice of amendments by posting them on the Site and upon such posting any amendment shall be deemed effective notice as set forth in Section 15.6. You agree to check for changes.

15. GENERAL TERMS.

15.1 Third-Party Beneficiaries. TCHF's Affiliates are intended third-party beneficiaries under this Agreement with the right to enforce the provisions that directly concern Content to which they have rights.

15.2 Nonassignment. You may not assign or transfer any of Your rights hereunder, and any attempt to do so will be null and void.

15.3 Integration. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except upon mutual written agreement of both parties. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

15.4 Severability. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

15.5 Jurisdiction and Venue. This Agreement will be governed by the laws of the State of Colorado, without giving effect to any conflict of laws principles. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably and unconditionally consent to the jurisdiction and venue in the state and federal courts sitting in Denver, Colo. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party.

15.6 Modifications. TCHF reserves the right, at any time and without notice, to add to, change, update, or modify the site and these Terms of Use, simply by posting such addition, change, update, or modification on this site. Any such addition, change, update, or modification will be effective immediately upon posting on the Site.