

LAST REVISED , November 15, 2021

## Website Terms of Use and Privacy Policy

### Accessing the Website means you agree to these Terms

These Terms ("Terms") are a legal agreement between you (the end user of the Website) and Athletico Management, LLC, (acting on behalf of its subsidiaries, affiliates, and licensors, collectively "Organization") and govern your access and use of the Website (defined below). Organization may amend these Terms from time to time. By your continued use of the Website, you agree to these Terms in their then current form. If you do not agree with the Terms, do not continue to use the Website.

"Website," means all websites and pages located at the following root domains: <http://www.athletico.com> and <http://my.athletico.com>. Website excludes content that is located at other root domains. The Website contains links to websites operated by other parties. The Organization does not sponsor, operate, control, or endorse any of these sites, nor the information, products, or services provided by third parties through the Internet, nor does the Organization make any guarantee, warranty, or representation regarding the accuracy of the information contained on the websites. The Organization has no control over the security or privacy practices of these external websites. Use of other sites is strictly at your own risk including, but not limited to, any risks associated with destructive viruses. You are responsible for viewing and abiding by the terms and conditions of use and privacy statements of the other websites.

You may be required to accept or acknowledge additional terms when you navigate to certain pages of our Website, or to complete some transactions (See *below* Additional Terms).

These Terms are organized as follows

- General Terms – The General Terms tell you what rules generally apply to your use of the Website.
- Privacy Policy - The Privacy Policy tells you how Organization collects, uses, protects, shares, and controls information about you related to your interaction with the Website.
- Electronic Communications Policy – The Electronic Communications Policy gives you more details over how Organization will communicate with you through certain electronic methods.

This website uses encryption software. In order to use Organization's Website, you must have:

- a personal computer equipped with an Internet browser that has 128-bit encryption enabled and configured to accept cookies (e.g., Internet Explorer 12 & above, Microsoft Edge 88 & above, Safari 12 & above, Google Chrome 94 & above, or Firefox 89 & above; other browsers may not allow you to view materials);
- Internet access, a valid email account, software to receive and read email messages, and spam filters set to accept email from our domain; and
- Adobe Reader installed (to download a copy of Adobe Reader, please go to <http://www.adobe.com/products/acrobat/readstep2.html>)

## GENERAL TERMS OF USE

**1. MEDICAL DISCLAIMER: The Website is not a substitute for medical advice from your health care provider.**

**Unless expressly stated otherwise, nothing contained in or provided through the Website is intended to be used for medical diagnosis or treatment, nor as an endorsement by Organization. Nothing on this Website should be used in place of the advice of your qualified healthcare provider. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF SOMETHING YOU READ, VIEWED, OR HEARD VIA THE WEBSITE. IF YOU HAVE QUESTIONS OR CONCERNS ABOUT YOUR HEALTH, PLEASE CONTACT YOUR HEALTHCARE PROVIDER.**

The Website contains content that is provided under license from third parties. Such content is licensed and maintained exclusively by third parties. Organization provides you with access to such content solely for your education and makes no representation or warranty regarding the accuracy of such content. You agree to hold Organization and third-party licensors of such content harmless from any claims or harm that may result from your access to this copyrighted material.

## **2. The Website is for your noncommercial, personal use.**

Organization makes the Website available for your lawful, noncommercial, personal use, general information, and educational purposes only and grants you a limited, revocable, non-assignable, non-sublicensable, terminable, nonexclusive license to access and use this Website for your noncommercial use. This Website includes content which is licensed to Organization by third parties for inclusion on the Website. No part of this Website may be reproduced, or otherwise exploited for commercial purposes without the express written permission of Organization.

## **3. Disclaimer of Warranties and Limitation of Liability.**

Organization makes no representations or warranties about the suitability of the Website for any particular purpose. Organization assumes no responsibility for any loss or harm that occurs resulting from your use of the Website. Your use of the Website is solely at your own risk. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you.

THIS WEBSITE IS PROVIDED BY ORGANIZATION ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ORGANIZATION DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED ON THE WEBSITE AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. ORGANIZATION DOES NOT WARRANT THAT THE WEBSITE IS SECURE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION CONTAINED ON THE WEBSITE IS NOT CONFIDENTIAL AND DOES NOT ESTABLISH A TREATMENT RELATIONSHIP.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ORGANIZATION BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, FEES, FINES, PENALTIES, LOSS OF REVENUE OR BUSINESS OR LIABILITIES IN CONNECTION WITH THE USE OF, OR INABILITY TO USE THE WEBSITE AND/OR CONTENT OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

BY USING OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

IF THE FOREGOING LIMITATIONS ARE DISALLOWED, IN ANY EVENT, THE TOTAL LIABILITY FOR ORGANIZATION SHALL BE \$5.00 USD.

#### **4. Applicable Law and Jurisdiction.**

By using Organization's Website, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern the Terms and any dispute arising from or relating to the Terms. In addition, you agree to submit to the exclusive jurisdiction of the local, state, or federal courts located in DuPage County, Illinois.

#### **5. Additional Terms.**

The Website is comprised of content provided by Organization as well as content provided in conjunction with, or solely by, third parties. In addition, the Website may contain links to other websites or access to applications that are outside of our control. As a result, in order to access some information, products, services, or websites you may be required to accept additional terms, or additional terms may be presented to or made available to you. The additional terms will supersede, modify, or supplement these Terms. To the extent that such information, product, service, or website is provided by a third party, Organization assumes no responsibility for such third-party information, products or services and you acknowledge that Organization is not responsible for the accuracy or other aspects such third party information, products, or services.

#### **6. Copyright and Trademark Information**

All software, content, and the compilation of all content included on this Website is the property of Organization or its licensors and is protected by copyright laws. The Organization logo is a registered trademark of Organization. The product and service names profiled herein are proprietary marks of Organization. All other brands and names are the property of their respective owners. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit, or distribute any of the material on the site without the prior written consent of Organization.

#### **7. We will comply with the Digital Millennium Copyright Act**

If you have any copyright concerns about materials posted on the Website, you agree to let Organization know. Pursuant to Title 17, United States Code, Section 512(C)(2), notifications of claimed copyright infringement should be sent to Organization's Designated Agent. An effective notification contains the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the 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.

All inquiries not compliant with the described procedure will not receive a response. For more information email [info@athletico.com](mailto:info@athletico.com) and include "IP Policy" in the subject line of your email.

## **PRIVACY POLICY**

**We respect your privacy. This Privacy Policy explains how we collect and use your personal information on this Website. Please read it carefully.**

This policy describes how Organization collects and uses personal information through this Website. Personal information does not include protected health information (PHI). The [Notice of Privacy Practices](#) describes how we use and disclose your PHI. Information regarding how you can access information contained in a designated record set may be found [here](#) or by contacting the medical records department at [medicalrecords@athletico.com](mailto:medicalrecords@athletico.com).

### **What Information Do We Collect?**

Organization automatically collects certain information from your device when you visit the Website. This information includes information about:

- Your device, such as which operating system or browser your device uses
- The date and time you visited the Website
- Where your device is located (geolocation information)
- Which pages on our website you have visited
- Which page(s) on the Internet you came from
- The times and dates you visit the Website

Organization also collects information that you provide to us. You provide this information when you:

- Fill in forms on our Website
- Participate in, link or name Organization in social media
- Use apps provided by us
- Register for an account or respond to a survey.

Many of our services do not require any form of registration, which means you may visit the Website without telling us who you are. However, some services may require you to provide us with personal data. In these situations, if you choose to withhold any personal data requested by us, you may not be able to gain access to certain parts of the Website, or we may not be able to respond to your query.

### **What Do We Do With The Information?**

We use or disclose the information to:

- Provide you with services and access to information
- Establish and maintain communications with you
- Make our Website operate better
- Operate our business
- Comply with law and security
- Protect against fraudulent, suspicious, or other legal activities
- For information gathered through a research survey:
  - We use information for quality improvement purposes, including to improve information and services offered through the Website.
  - If you provide feedback, you may be individually contacted for follow-up due to concerns raised during the course of such evaluation.
  - Demographic information and web log data may be stored for future research and evaluation.

### **What about Cookies?**

A “cookie” is a small set of computer data that allows us to maintain records of the activities of users visiting the Website. Cookies may be used to customize the delivery of content based on your usage patterns and interests. The cookies do not identify users by name or any other personal identifier. We use cookies as follows:

Unregistered users may have cookies placed on their computers for use in customizing the delivery of content based on usage patterns and interests.

Registered users may have cookies placed on their computers to allow their experience on the Website to be customized and facilitated. For example, a class registration form may have the User’s name and address entered as a convenience to the User.

### **What about Other Information and Websites?**

Organization uses third party service providers, including but not limited to Google Analytics and cookies (social media pixels and digital advertising pixels) in order to improve our service, user experience, and to analyze how the website is used. Aside from your device’s Internet Protocol address (IP address), which can disclose your general location, the information collected by Google Analytics and Adobe Analytics is anonymized traffic data including length of stay on the Website, browser information, and device information. The collected information is used to provide an overview of how people are accessing and using the Website. For information about how Google Analytics uses data when you use partners’ sites or apps see [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners).

### **What About International Privacy Laws?**

Organization only offers services within the United States, and the Website is only intended to be used by users in the United States. If you are visiting the Website from outside the United States of America, your information will be transferred to, stored, and processed in the United States. By visiting the Website, you consent to the transfer of your information to the United States and the use and disclosure of your information as described in this Privacy Policy. Furthermore, you consent to the exclusive jurisdiction of the United States for purposes of any question of law or fact related to your use or access to the Website.

### **With Whom Do We Share Personal Information?**

*Our Service Providers.* We may share your personal information with companies (including our affiliates) that perform services on our behalf, for example, companies that help process credit card payments. Our service providers are required by contract to protect the confidentiality of the personal information we share with them and to use it only to provide specific services on our behalf.

*Government and Legal Disclosures.* We may disclose the personal information we collect through the Website, when we, in good faith, believe disclosure is appropriate to comply with law (or a court order or subpoena); to prevent or investigate a possible crime, such as fraud or identity theft; to enforce the Terms or other agreements with you; or to protect the rights, property or safety of Organization, our users, or others.

### **Security**

While we do our best to protect your personal information, we cannot guarantee the security of any information that you transmit to us and you are solely responsible for maintaining the secrecy of any passwords or other account information. It is your sole responsibility to promptly inform Organization of any need to deactivate a password.

### **COPPA Compliance**

The Website is not directed at children under the age of 13. We comply with the Children’s Online Privacy Protection Act (“COPPA”) and do not knowingly permit registration or submission of personally

identifiable information by anyone under 13 years of age. If you believe information of a child under 13 has been submitted, please advise us in writing and we will delete it.

### **Newsletters, Emails and Texts to You**

At registration and at various times as you use the Website, you will have the option of receiving regular newsletters, email, or Short Message Service (SMS) texts (electronic communications) with personally identifiable informational (PII) or promotional newsletters (Promotional Materials). While we do not charge fees to receive text messages, message and Data Rates from your wireless carrier may apply. Any costs incurred as a result are your responsibility. Messages may come from Organization directly and/or from third parties on our behalf.

You may elect to receive electronic communications through a variety of methods including, but not limited to express statements in which you provide your email address or mobile telephone number in order that we can contact you to communicate information such as test results or appointment reminders, or through general consents where you provide your contact information for general correspondence related to our ongoing relationship with you as a healthcare provider. By providing your mobile number, you agree to receive voice and electronic communications by voice and text and by providing your e-mail address you agree to receive e-mail and agree that the device(s) and account(s) that will receive the electronic communications are appropriately secured. If you wish to stop receiving text messages at any time you may do so by simply responding STOP to any text message from us. For additional assistance, email [info@athletico.com](mailto:info@athletico.com).

### **Compliance**

By accessing this website, you agree and consent that your use of the website any services or materials are subject to your agreement with these Terms and [Privacy Policy](#). You agree that you will not violate any local, state, federal or international laws in using the website or accessing any material on this website. Organization reserves the right to prohibit, restrict, or discontinue your access to certain pages within the website, if you violate any of the Terms. Organization also reserves the right to temporarily or permanently discontinue this site, any page, or any functionality on this website at any time and without notice. Organization may modify these Terms at any time without notice. Furthermore, Organization reserves the right to report violations of law to appropriate law enforcement agencies and to pursue all other rights and remedies available to it under civil or criminal law.