

Effective Date: January 10, 2014

Overview

WellAdvantage Online is a health and wellness management solution which gives you a secure way to communicate with your wellness team, WellAdvantage.

WellAdvantage Online is governed by these Terms of Use (Terms). If you do not agree to these Terms, you may not establish a *WellAdvantage Online* account. By using or accessing *WellAdvantage Online* you agree to be bound by these Terms.

Creating and Accessing *WellAdvantage Online*

You must be at least 18 years old to establish a connection to *WellAdvantage Online*.

You may not permit any other person to access *WellAdvantage Online* using your email and password, and the use of your account is your responsibility. If you learn or suspect that your email or password has been wrongfully used or disclosed, you should promptly notify us and immediately reset your password. To help ensure the security of your password or account, please sign out of your account at the end of each session.

Maintaining Another Person's Connection

If you are legally authorized to view another person's health and wellness information, you may be given access to *WellAdvantage Online* for that person, subject to these Terms. Various federal and state regulations may prohibit sharing certain categories of sensitive information with anyone other than the subject person. Many such regulations prohibit sharing sensitive information about minors with their parents or legal guardians. As such, we may restrict your access to the other person's sensitive information and not make it available to you through *WellAdvantage Online*.

Proxy Use of *WellAdvantage Online*

You may also authorize a proxy (ies) to view and interact with *WellAdvantage Online* based on the specific privileges you've assigned. You may authorize any person who qualifies for a *WellAdvantage Online* account. Access or privileges you give to someone can be modified or removed by you at any time, for any reason.

If you share information from *WellAdvantage Online* with another individual, you acknowledge and accept responsibility for your decision to provide them access to potentially sensitive information.

Disclosure of Information

We may, in our sole and reasonable discretion, disclose any information necessary to satisfy applicable law, regulation, legal process or governmental request.

Rights to De-identified Information

By using *WellAdvantage Online* you consent to us using "de-identified" data available in your *WellAdvantage Online* account for any purpose permitted by law, including, without limitation, (i) analysis and incorporation of the de-identified data in research, databases, reports, comparative data sets, scores, or scoring systems generated there from; ii) creation and distribution of works and derivative works based on the de-identified data.

"De-identified" data has had the personal identifying details, such as name, date of birth, and other specific information that would allow the data to be linked back to you removed. Generally, de-identified information is used in healthcare research to support advances in medical care, procedures, diagnoses, and treatments. De-identification makes sure your personal health information remains safe and secure.

Privacy

You agree to the terms and conditions of the *WellAdvantage* [Privacy Policy](#) which is incorporated into and made part of these Terms.

Third Party Programs, Activities and Services

We may make certain programs, activities or services (collectively, "Programs") available to you through the *WellAdvantage Online*. If such Programs are offered by us, we will provide you with any terms and conditions related to the Program prior to your enrollment in it. The terms and conditions of such Programs shall prevail in the event of a conflict with these Terms. Cerner does not endorse any Programs offered by third parties. We make no warranty of any kind as to the accuracy, completeness or appropriateness of any such Programs.

Contests and Competitions

You may be allowed to participate in certain contests or competitions through *WellAdvantage Online*. Unless otherwise specifically stated, such contests and competitions are not sponsored by us and we are not responsible for the administration or adjudication of them or for providing any prizes or other awards in connection with them. The sponsor, or "commissioner", of the contest or competition will provide you with the rules, which may also be displayed within *WellAdvantage Online*.

Content

You may have access to certain healthcare informational resources (the "Content") on *WellAdvantage Online*. The Content is provided to you "as is" with no representations or warranties. The Content is intended for use by consumers in the United States only.

Content includes knowledge-based healthcare assessments, health reference information, condition management programs, links to organizations focused on a specific disease, condition, or health issue, and health management suggestions provided to you based on your information and interactions in Cerner Health.

Wellness Programs

You may be able to participate in certain condition management and wellness programs offered by us that are delivered to you through *WellAdvantage Online*. *WellAdvantage Online* has certain tools that use information contained in your *WellAdvantage Online* account to tailor the delivery of a condition management program or wellness program to you. You consent to sharing the information from your record with these tools. Personally identifiable information from your record that is used to create your personalized program will not be shared with the program's sponsor, unless you have otherwise agreed. However, we may share information that is specifically related to and provided as a result of your participation in the wellness program(s) with the program's sponsor, but only as allowed by applicable law.

No Medical Advice

WellAdvantage Online is an information management tool only. We do not provide medical advice. You and your healthcare provider are responsible for all medical treatment decisions. You should consult your healthcare professional about any questions you may have regarding the information provided by *WellAdvantage Online*.

External Links

In order to provide you with greater value, *WellAdvantage Online* may provide you with links to various third party Web sites. Even if a third-party affiliation exists between us and that destination site, we exercise no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures. We assume no responsibility or liability for these independent methods or actions and are not responsible for the independent policies or procedures of destination sites. Similarly, we cannot take responsibility for the privacy initiatives or the content of such Web sites. These destination links are provided only for your convenience, and as such, you access them at your own risk.

No Warranties; Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT CERNER HAS NOT REPRESENTED WELLADVANTAGE ONLINE AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR OF OTHER PROFESSIONAL OR ACADEMIC DISCIPLINES. CERNER, WELLADVANTAGE ONLINE, WELLADVANTAGE AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF CERNER HEALTH.

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Liability Limitations

NEITHER CERNER NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES EXCEEDING THE GREATER OF (A) THE FEES PAID BY YOU FOR YOUR *WELLADVANTAGE ONLINE* ACCOUNT, OR (B) ONE HUNDRED DOLLARS. IF YOU ARE DISSATISFIED WITH ANY PORTION OF *WELLADVANTAGE ONLINE*, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING *WELLADVANTAGE ONLINE*.

European Union Users

IF YOU ARE A USER IN THE EUROPEAN UNION, NOTHING IN THESE TERMS LIMITS CERNER'S OR *WELLADVANTAGE ONLINE*'S LIABILITY (I) FOR ANY DEATH OR PERSONAL INJURY ARISING FOR CERNER'S OR *WELLADVANTAGE ONLINE*'S NEGLIGENCE, (II) FOR CERNER'S OR *WELLADVANTAGE ONLINE*'S FRAUDULENT MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (III) RESULTING OUT OF PRODUCT LIABILITY LAWS.

To the fullest extent permitted by law, we disclaim on behalf of us and our suppliers, all responsibility for ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, and PUNITIVE DAMAGES, and LOST PROFITS, REVENUES OR DATA.

IF YOU ARE DISSATISFIED WITH *WELLADVANTAGE ONLINE*, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING *WELLADVANTAGE ONLINE*.

Feedback

WellAdvantage welcomes your suggestions to improve WellAdvantage Online. If you provide feedback to WellAdvantage, you agree that such feedback, including all ideas and concepts within the feedback, may be used by WellAdvantage for any purpose permitted by law. If required by WellAdvantage and to the extent allowed under applicable law, you agree to assign to WellAdvantage your ownership rights in the feedback.

Indemnification

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD us and our suppliers HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, AND EXPENSES ARISING OUT OF OR RELATED TO YOUR USE OF WellAdvantage Online.

Termination

WellAdvantage Online services may terminate at any time. Your account access may be terminated, suspended or deleted, at any time and for any reason, without providing notice to you.

Termination by WellAdvantage Online. WellAdvantage may terminate *WellAdvantage Online* services at any time by giving you two weeks prior notice. Such notice may be delivered to you by email or internal communication.

Termination for Breach. WellAdvantage may terminate or suspend your access to *WellAdvantage Online* and may delete your personal account without providing notice to you in the event you negligently or willfully misuse *WellAdvantage Online* or if you otherwise breach these Terms.

Termination by You. You may close your *WellAdvantage Online* account at any time or remove the information or records contained within your *WellAdvantage Online* account at any time. Deletion of a record results in the permanent destruction of the record.

Effect of Termination. WellAdvantage/WellAdvantage Online's termination of the services or your closing of your account will result in the deletion of all records and other information you have created in your account. Information you share with third parties may remain in their systems or physical records after deletion of your *WellAdvantage Online* account. It is your responsibility to contact any such third parties to ensure that your information, which is maintained by them, is deleted.

No Unlawful or Prohibited Use

You may not use *WellAdvantage Online* for any purpose that is unlawful, immoral or is otherwise prohibited by these Terms. You may not use *WellAdvantage Online* in any manner which could damage, disable, overburden, or impair *WellAdvantage Online* or interfere with any other party's use and enjoyment of *WellAdvantage Online*. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided to you through *WellAdvantage Online*.

Notices

WellAdvantage may deliver notice to you by means of electronic mail, a general notice on the *WellAdvantage Online* website, or by written communication delivered by mail to your address on record with your employer and WellAdvantage. You may give notice to

WellAdvantage/WellAdvantage Online at any time by letter delivered by prepaid mail or overnight courier to the following addresses:

WellAdvantage
1912 Liberty Road Suite 20
Eldersburg, MD 21784 U.S.A.
Attention: WellAdvantage Online
[Send notice to WellAdvantage Online](#)

General

Governing Law. These terms are governed by the laws of the State of Missouri, U.S.A. You consent to the exclusive jurisdiction and venue of courts in Clay County, Missouri, U.S.A. in all disputes arising out of or relating to the use of *Cerner Health*. Any cause of action or claim you may have with respect to *Cerner*, *WellAdvantage Online*, *WellAdvantage* or its suppliers must be commenced within one (1) year after the claim or cause of action arises. Neither Cerner's nor your failure to enforce strict performance of any provision of these terms shall be construed as a waiver of any provision or right. Cerner may assign its rights and duties to any party at any time without notice to you.

Compliance with Law. Cerner's performance of these terms is subject to existing laws and legal process, and nothing contained in these terms is in derogation of Cerner's obligation to comply with governmental, court and law enforcement requests or requirements relating to your use of *WellAdvantage Online* or information provided to or gathered by Cerner with respect to such use.

Severability. If any part of these terms is determined to be invalid or unenforceable the invalid or unenforceable provision shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms shall continue in effect. If you are a resident of Germany, there is no automatism in replacing the invalid or unenforceable provision; however, parties respectively agree to work together in good faith to mutually agree on a clause to replace the invalid or unenforceable provision with a valid, enforceable provision that most closely matches the intent of the original provision.

Prior Agreements. Unless specified otherwise as you use *WellAdvantage Online*, these Terms constitute the entire agreement between you and Cerner with respect to *WellAdvantage Online* and these Terms superseded all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Cerner with respect to *WellAdvantage Online* and your account.

Force Majeure. Neither party will be responsible for failure to fulfill its obligations under these Terms due to causes beyond its reasonable control, including but not limited to failure by Cerner's suppliers and subcontractors to furnish equipment, software, parts or labor, war, sabotage, insurrection, riots, civil disobedience and the like, acts of governments and agencies thereof, labor disputes, accidents, fires, acts of terrorism or acts of God. In such event, the delayed party will perform its obligations hereunder within a reasonable time after the cause of

the failure has been remedied, and the other party will be obligated to accept such delayed performance.

Modification of Terms

We may change these Terms at any time without advance notice to you. However, where Cerner implements any material changes Cerner will notify you by email, or through a notice posted on the *WellAdvantage Online* web site and will also provide you with an opportunity to review the changed version. Your continued use of *WellAdvantage Online* constitutes your acceptance of the revised Terms. If you do not want to accept the revised Terms, you will need to close your *WellAdvantage Online* account.

De-identifying Personal Health Information

The information in health records is de-identified by removing the following information:

1. Names
2. All geographic subdivisions smaller than a state, including street address, city, county, precinct, zip code, and their equivalent geocodes, except for the initial three digits of a Zip code if, according to the current publicly available data from the Bureau of the Census: (1) The geographic unit formed by combining all Zip codes with the same three initial digits contains more than 20,000 people; and (2) The initial three digits of a Zip code for all such geographic units containing 20,000 or fewer people are changed to 000.
3. All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such ages and elements may be aggregated into a single category of age 90 or older.
4. Telephone numbers.
5. Fax numbers.
6. Electronic mail addresses.
7. Social security numbers.
8. Medical record numbers.
9. Health plan beneficiary numbers.
10. Account numbers.
11. Certificate/license numbers.
12. Vehicle identifiers and serial numbers, including license plate numbers.
13. Device identifiers and serial numbers.
14. Web Universal Resource Locators (URLs).
15. Internet Protocol (IP) address numbers.
16. Biometric identifiers, including finger and voice prints.
17. Full face photographic images and any comparable images.
18. And any other unique identifying number, characteristic, or code.

DHHS 45 C.F.R. 164.514(b)(2)(ii)

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