

SUMMITSTONE

H E A L T H P A R T N E R S



Privacy Policy and Terms of Use Agreement

**Please Read This Privacy Policy and Terms of Use Agreement Before
Accessing Website**

Privacy Policy

Effective Date: This Privacy Policy Agreement was last updated on 11/01/2019

This Privacy Policy constitutes a binding legal agreement between you and SummitStone Health Partners, governing your access to and use of the Website located at <https://www.summitstonehealth.org/> and the screening programs, features and functionalities available therein (the “Website”). This Privacy Policy describes the personal information that we may collect from you when you access or use the Website, and how we may use that information. By accessing and using the Website by any means (PC, mobile or other device), you consent to our collection and use of your personal information as specified in this Privacy Policy.

Please read this Privacy Policy carefully. By accessing and using the Website, you acknowledge and agree that you have read, understood and agree to be bound by this Privacy Policy. If you do not agree to be bound by this Privacy Policy, you should immediately cease all use of the Website.

This Privacy Policy lets you know how your personal information is processed and used. We promise that we will take steps to use your personal information only in ways that are compatible with this Privacy Policy. The following policies are only in effect for the Web pages, newsletters, Portal, and opt-in announcement lists owned and operated by SummitStone Health Partners and its subsidiaries. The following discloses our Privacy Policy.

What information are you collecting and how are you collecting it? Every computer connected to the Internet is given a domain name and a set of numbers that serve as that computer’s “Internet Protocol” or IP address. When a visitor

requests a page from any Website within summitstonehealth.org our web servers automatically recognize that visitor's domain name and IP address. The domain name and IP address reveal nothing personal about you other than the IP address from which you have accessed our Website. Our web servers also collect information about the type of internet browser you are using, operating system, as well as which SummitStone Health Partners pages you have accessed. This information is used to help our team improve our Website for the majority of our visitors. Our web servers do not automatically record e-mail addresses of the visitors.

Does SummitStone Health Partners use cookies? Yes, we use cookies. A cookie is a small piece of data that is sent to your internet browser from a web server and stored on your computer's hard drive. Cookies are often used to provide you with a customized experience. At no time is any personal information stored within one of our cookies. Accepting cookies through your browser is a personal choice. You can still enjoy our Website if you choose not to accept cookies.

What information do you collect when I complete the "Contact Us" form?

The "Name" and "Email" fields are required to complete the form. Other fields are optional. This information is used to aid our team in responding to your request and providing you with information about SummitStone Health Partners and our services.

Will you disclose the information you collect to outside third parties?

SummitStone Health Partners will not sell or otherwise provide the information we collect to outside third parties for the purpose of direct or indirect mass email marketing. SummitStone Health Partners will disclose personal information and/or an IP address, when required by law or in the good-faith belief that such action is necessary to:

- Cooperate with the investigations of purported unlawful activities and conform to the edicts of the law or comply with legal process served on SummitStone Health Partners or its subsidiaries;
- Protect and defend the rights or property of SummitStone Health Partners, its subsidiaries and related properties, or visitors to our Websites and related properties; or
- Identify persons who may be violating the law, the rights of third parties, or otherwise misusing SummitStone Health Partners or its related properties.

What safeguards are in place? SummitStone Health Partners is obligated to protect your personal information by making reasonable security arrangements against such risks as unauthorized access, use, collection, disclosure or disposal. Security measures have been integrated into the design, implementation and day-to-day operating practices as part of SummitStone Health Partners' commitment to protect the personal information it holds.

Children's Privacy This Website and any links within the Website is designed to provide information and services for adults. The Website is not designed to attract minors, in particular children under the age of 13. SummitStone Health Partners does not market to or knowingly collect information from anyone under the age of 13. Children should always receive permission from their parents before sending any information about themselves (such as their names, email addresses, and phone numbers) to anyone over the Internet.

What else should I know about my privacy when online? SummitStone Health Partners contains many hyperlinks to third-party Websites. SummitStone Health Partners is not responsible for the privacy practices or the content of such third-party Websites or advertisers. SummitStone Health Partners does not share any of the individual personal information you provide to us with any third-party that is linked on our Websites. Please check with those Websites to determine their privacy policy. Please keep in mind that whenever you voluntarily disclose personal information online – for example through e-mail, discussion lists, or elsewhere – that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return. Ultimately, you are solely responsible for maintaining the privacy and security of your personal information. Please be careful and responsible whenever you're online.

Consent to This Agreement By using summitstonehealth.org you consent to the collection and use of information by SummitStone Health Partners as specified above. If we decide to change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it. If you have any questions concerning our Privacy Policy, please email compliance@summitstonehealth.org.

SummitStone Health Partners provides professional and confidential behavior health care services to individuals and families who may also be users of our Website. However, these services are distinctly separate from our Website and are not governed by this Privacy Policy. Our privacy practices with regard to the health and medical information of the people we serve in a health care capacity are instead described in our Notice of Privacy Practices found below:

Notice of HIPAA Privacy Practices

To access the HIPAA Notice of Privacy Practices in English,  click here.

Para acceder el Aviso de Normas de Privacidad en Español,  haga clic aquí.

Terms of Use Agreement

Effective date: This Terms of Use Agreement was last updated on 11/01/2019

This Terms of Use Agreement (this “Agreement”) constitutes a binding legal agreement between you and SummitStone Health Partners governing your access to and use of the Website and Content (as defined below) located at <https://www.summitstonehealth.org> (the “Website”).

Please read this Agreement carefully. By accessing and using the Website, you acknowledge and agree that you have read, understood and agree to be bound by this Agreement without limitation or qualification and that you shall comply with all applicable laws, rules and regulations. If you do not agree to be bound by this Agreement, you should immediately cease all usage of the Website.

1. Description of the Website

SummitStone Health Partners is a non-profit organization that provides treatment for substance use disorder and mental health conditions. The Website does not provide nor endorse medical advice and is not intended to be a substitute for professional advice, diagnosis, or treatment. The contents of the Website are for general informational purposes only. The medical information on our Website is provided without any representations or warranties, express or implied. Without limiting the foregoing, we do not represent or warrant that such medical information will be constantly available or available at all or will be true, accurate, complete, current or non-misleading. For an accurate diagnosis of a mental health disorder, you should seek an evaluation from a qualified mental health professional.

By clicking on a screen, you acknowledge and agree that the screen is not a diagnostic instrument and is only to be used by you if you are 18 years of age or older. SummitStone Health Partners and its affiliates and their employees, consultants and agents shall not be liable for any claims or damages, and expressly disclaim all liability, loss, or risk of any nature, for any action or non-action taken as a result of the information generated by the Website and as a

consequence, directly or indirectly, from the use and application of these screens.

If you feel you're experiencing a potentially life-threatening problem, please call 911 or the Suicide Prevention Lifeline at 1-800-273-TALK (8255).

The screening tools on the Website are not intended to be used by, and should not be completed by, individuals under 18 years of age. If you are under 18 and are interested in learning more about mental health services, we encourage you to talk to your parents or guardians about seeing a physician or qualified mental health professional for a complete evaluation.

2. Accessing and Using the Website; Restrictions on Use.

Subject to your ongoing compliance with this Agreement, SummitStone Health Partners hereby grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, freely revocable license to access and use the Website solely for your personal, non-commercial and lawful purposes.

Your use of the Website, including all features and functionalities associated therewith, shall be in accordance with all applicable laws, rules and regulations, or other restrictions on use of the Website or its Content. You shall comply with this Agreement and shall not: (i) archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works of, offer for sale, or use, any Content or information contained in or obtained from or through the Website; (ii) delete the copyright or other proprietary rights notices from the Website or any Content; (iii) circumvent, remove, alter, deactivate, degrade or thwart any of the Content or other protections enabled on the Website; (iv) use any robot, spider, scraper or other automated means to access the Website; (v) decompile, reverse engineer or disassemble any software or other products or processes accessible through the Website; (vi) insert any code or product or manipulate the Website in any way; (vii) use any data mining, data gathering or extraction method; (viii) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website, including any software viruses or any other computer code, files or programs; (ix) remove, modify, disable, block, impair, or obscure any advertising in connection with the Website; or (x) use or encourage the use of the Website for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

SummitStone Health Partners shall have the right to alter, suspend or discontinue the Website or your access to or use of the Website at any time for any reason without notice or liability to you or any third party. The Website may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to your systems, software, data or operations for which SummitStone Health Partners shall not assume any liability.

Further, SummitStone Health Partners does not grant you permission, by implication, estoppel or otherwise, to state or suggest that SummitStone Health Partners promotes or endorses any third party's political views, ideas, causes, products or services. All other rights are hereby expressly reserved.

3. Privacy and Data Protection

The SummitStone Health Partners Privacy Policy, which is available on our Website, governs any information you submit via the Website and is incorporated by reference into this Agreement. All other policies posted by SummitStone Health Partners are also incorporated into this Agreement by reference. Each reference to this Agreement herein includes reference to the Privacy Policy and all other policies posted on the Website. You shall comply with these policies when accessing or using the Website.

4. Donations

SummitStone Health Partners accepts donations through the Website by credit card. All pricing is in U.S. Dollars, and SummitStone Health Partners accepts payment in U.S. Dollars only. In the event of failed payment processing with respect to any purchase through the Website, you agree to allow SummitStone Health Partners to continue to attempt to complete payment processing on your Account. If processing payment is unsuccessful, SummitStone Health Partners reserves the right to cancel your order and suspend your Account.

You acknowledge that certain payment methods may have foreign transaction and/or currency fees, and that such fees shall be your sole responsibility.

SummitStone Health Partners cannot and does not guarantee the accuracy or completeness of the Website or the information available thereon. You understand that any information on the Website may contain errors, including but not limited to pricing, typographical errors, technical inaccuracies, and other errors, which SummitStone Health Partners reserves the right to correct without

liability. SummitStone Health Partners does not guarantee that any service will be available or as described, and it expressly reserves the right to make substitutions or omissions at its discretion.

5. Disclaimer of Warranties

THE WEBSITE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED BY SUMMITSTONE HEALTH PARTNERS ON AN “AS IS” AND AN “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. To the fullest extent permitted by applicable law, SummitStone Health Partners disclaims all representations and warranties, express, implied, statutory or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Specifically, but without limitation, SummitStone Health Partners does not represent or warrant that: (i) the Content, information or results on or provided through the Website are correct, accurate, or reliable; (ii) access to and use of the Website shall be uninterrupted or error-free; or (iii) the Website or the server that makes it available is free of viruses or other harmful components or defects or that defects shall be corrected.

6. Limitation of Liability

YOUR USE OF AND ACCESS TO THE WEBSITE AND ANY CONTENT IS AT YOUR OWN RISK. IN NO EVENT SHALL SUMMITSTONE HEALTH PARTNERS OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS (THE “SUMMITSTONE HEALTH PARTNERS PARTIES”) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS TO OR USE OF THE WEBSITE, ANY DELAY IN OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE SUMMITSTONE HEALTH PARTNERS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR

TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY IS HELD UNENFORCEABLE, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE SUMMITSTONE HEALTH PARTNERS PARTIES, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ACCESS TO OR USE OF THE WEBSITE, ANY DELAY IN OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION, CONTENT, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED IN OR OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE FIFTY U.S. DOLLARS (\$50.00).

YOU ACKNOWLEDGE THAT, ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, SUMMITSTONE HEALTH PARTNERS WOULD NOT ALLOW YOU TO ACCESS OR USE THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

7. Indemnification

You shall indemnify and hold harmless the SummitStone Health Partners Parties from and against any and all claims, actions, suits, losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and costs, made by any third party due to or arising out of: (i) your access to or use of the Website; (ii) your actual or alleged breach of this Agreement; or (iii) any infringement by you or any other user of the Website using your computer of any intellectual property or any other right of any person or entity. You shall cooperate as fully as reasonably required in the defense of any such claim. SummitStone Health Partners reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

8. Modifications and Interruption to Services

SummitStone Health Partners reserves the right to modify or discontinue the Website and its Content with or without notice to you. SummitStone Health Partners shall not be liable to you or any third party should SummitStone Health Partners exercise its right to modify or discontinue the Website or its Content.

You acknowledge and agree that SummitStone Health Partners does not guarantee continuous, uninterrupted or secure access to the Website and operation of our Website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

9. Third-Party Websites

Our Website may include links to other third-party websites on the Internet that are owned and operated by other third parties. In addition, you may encounter third-party applications, including, without limitation, websites, widgets, software or software utilities, that interact with the Website. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party Website or application. The selection or omission of links is not intended to endorse any particular companies, products or services. If you decide to access any of the third-party websites or applications linked to the Website, you do so entirely at your own risk. You should contact the website administrator or webmaster for those third-party websites or applications if you have any concerns regarding such links or the content located on such websites or within such application. Your use of third-party websites and applications may be subject to third-party terms of use, privacy policies and license terms, which we encourage all users to review.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to its choice of law rules. Any action claim or proceeding arising out of or relating to the Website or this Agreement shall be brought in the appropriate court located in Larimer County, Colorado. You hereby consent to the exclusive jurisdiction of such court in any such action, claim or proceeding and submit yourself to such jurisdiction.

11. Compliance with Laws

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You shall not use the Website or its Content in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material from the Website that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

12. Copyright and Trademark Information

All content included or available on the Website, including, but not limited to, all screening programs, text, graphics, videos, audio recordings, software, algorithms, artwork, interfaces, photographs, logos, icons, and images and the selection and arrangement thereof along with any enhancements to or derivative works thereto, and the features and functionality of the Website (collectively “Content”) is the exclusive property of SummitStone Health Partners or its licensors and is protected by U.S. and international laws. Any use of materials on the Website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of SummitStone Health Partners is strictly prohibited. You shall not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein.

SUMMITSTONE HEALTH PARTNERS™ is a proprietary service mark and shall not be used in connection with any services that are not provided by SummitStone Health Partners, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits SummitStone Health Partners. Other trademarks displayed on our Website are the trademarks of their respective owners and constitute neither an endorsement nor a recommendation.

13. Amendment

We reserve the right, at any time, to revise, amend, modify or delete portions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted on the Website. Your continued use of the Website after amendments are posted constitutes your acknowledgement and acceptance of the Agreement and its revisions, amendments, modifications or deletions.

14. Other Terms

If any provision of this Agreement shall be held to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. SummitStone Health Partners shall have the right to freely assign this Agreement and any other agreements referenced herein in its sole discretion for any purpose. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement

between you and SummitStone Health Partners in relation to your access to and use of the Website and its Content.