

Low Vision Color Theme

Terms of Use

Effective: 08.31.2016

Welcome! This website, mobile application, or service is owned and operated by Welltok, Inc. (together with our affiliates: Silverlink, Predilytics, MindBloom, IncentOne, Keas and assigns, "**Welltok**", "**we**", "**our**" or "**us**"). By using our websites (collectively the "**Site**") or our mobile applications (collectively the "**Mobile App**") you agree to these Terms and Conditions of Use ("**Terms of Use**").

These Terms of Use describe the conditions under which you are authorized to use our Site and Mobile App (which we may refer to collectively as the "**Service(s)**"). Below is a brief summary of these Terms of Use. The full text of the Terms of Use follows the summary.

1. **Your consent:** By using this Service, you are agreeing to all of these Terms of Use. You must be at least 13 to register on our Service. Children under 13 must be registered by, and have the permission of, a parent or legal guardian.
2. **Additional policies:** Our Service may have other policies in addition to these Terms of Use. Our Privacy Policy describes the information we collect and how we use it. There may be other policies that apply to special features of the Service, but you must click to accept those terms.
3. **Third party services:** Our Service may contain links to websites owned by third parties, and we are not responsible for them.
4. **Not medical advice: OUR SERVICE IS NOT A SUBSTITUTE FOR MEDICAL ADVICE. YOU SHOULD SEE YOUR DOCTOR IF YOU HAVE MEDICAL CONCERNS.**
5. **Modifications and interruptions:** We may occasionally have outages in our Services or we may modify or suspend the Services at any time.
6. **Truthful information:** You will need to provide personal information in order to use the Services and you agree to provide information that is truthful and up to date.
7. **Ownership and license:** We own the Service and all rights in the Service, but we grant you limited rights to use the Service. If you provide us any feedback about the Service, we own that feedback. You may only use the Service as described in these Terms of Use.
8. **Community features:** Our Service may contain community features where you may interact with others and share information you want to provide to others. The information shared in these group areas is public and may be shared with third parties, including sponsors, employers, or others, and we are not responsible for how third parties use this information.
9. **User-submitted content:** Information provided by users of our Service or other third parties may not be accurate, and we are not responsible for this content. You may not post content on our Service unless you own it and you created it.
10. **Content complaints:** Please email complaints to support@cafewell.com.
11. **Copyright infringement:** If you believe your content is on our Service without your permission, please notify us at DMCA@welltok.com.
12. **Restricted activities:** When you use our Service you are not allowed to do certain things as listed in Restricted activities section, below.
13. **Mobile devices:** If you access the Service from a mobile device, you are responsible for any cellular data charges by your carrier. When you download our Mobile App, the store's terms will apply, however, these Terms of Use govern the use of the Mobile App itself.
14. **Disclaimers and Limitation of Liability:** We don't provide any warranties for the Service and your use of the Service is at your own risk. The Service is offered "as-is".

15. **Law and disputes:** These Terms of Use are governed by laws of Colorado and the U.S. Any disputes will only be heard in a court in Denver, Colorado.
16. **Indemnification:** If we get sued or face liability because of something you have done, you will take care of the matter and pay the damages.
17. **Statute of Limitations:** You may not bring claims against us regarding the Service more than 1 year after the claim arose.
18. **Change in Terms:** We may change these Terms of Use when we change the Service or for other reasons. We will post the new Terms of Use on the Site and your use of the Service after they are posted means you have accepted them.

Your consent & representations

PLEASE REVIEW THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING OUR SERVICE, YOU ARE AGREEING TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OUR SERVICE. Some of our Services may not allow you to register and use the Service unless you are 18 years of age or older (or the applicable age of majority in your jurisdiction). However some of our Services may allow use by minors. Users who are under 13 years of age will not be permitted to create or use an account without the verifiable consent of a parent or guardian (please see our Privacy Policy for more information). You may not use our Service if you do not meet the applicable age or parental consent requirements.

Additional policies and terms

Our Privacy Policy describes the personal information we collect when you and others use this Service. It also describes how we use the personal information you share with us, and some of the steps we take to protect your privacy. Our Privacy Policy is incorporated into these Terms of Use through this reference. By agreeing to these Terms of Use, you are also consenting to the collection, use, and disclosure of your information in accordance with our Privacy Policy. Please review our Privacy Policy before using this Service. Some words in these Terms of Use may use the definition provided in the Privacy Policy.

Similarly, when you sign up to use a feature or service provided by a third party that we make available through our Service or other special feature of this Service, you may also be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "click-through agreement."

Third-party services and content

Our Service is intended primarily for informational and wellness purposes. We may integrate with various services provided by third parties, such as fitness devices, or your employer. Your use of any features and other content and services provided by third parties—including third-party links to other websites on the Internet—are not governed by these Terms of Use. You acknowledge and agree that we are not responsible for the availability of, or any content located on or through, any third-party site or service, or any use of your information by those third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than Welltok will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party or use of your information by those third parties.

The content of our service is not medical advice

Our Service contains information about Welltok, our products and services, and health and wellness. No part of our Service is, however, intended to be, or to be used in place of, medical advice. Please read this important notice carefully:

THIS SERVICE, INCLUDING ALL OF THE WEBSITES, SOFTWARE AND CODE COMPRISING OR USED TO OPERATE THIS SERVICE AND ALL OF THE TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, SOUND RECORDINGS, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS AVAILABLE ON THIS SERVICE (COLLECTIVELY, "**CONTENT**"), WHETHER PROVIDED BY US OR BY USERS OF OUR SERVICE, OUR COMMUNITY OR MESSAGING FEATURES, OR BY OTHER THIRD PARTIES, IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (A) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (B) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (C) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. OUR CONTENT DOES NOT CONSTITUTE MEDICAL ADVICE. ANY ADVICE OR INFORMATION YOU RECEIVE FROM A THIRD PARTY THROUGH OUR SERVICE (INCLUDING COMMUNITY POSTINGS, HEALTH COACHES, AND COMMUNICATIONS THROUGH ONLINE CHAT OR OTHER COMMUNICATION) HAS NOT BEEN VERIFIED BY WELLTOK AND SHOULD NOT BE RELIED UPON WITHOUT VERIFICATION FROM YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS. SHOULD YOU HAVE ANY HEALTHCARE RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR LOCAL EMERGENCY SERVICES. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THIS SERVICE, AND YOU SHOULD NOT USE OUR CONTENT FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. ADDITIONALLY, THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND US.

Modifications and interruption to the service

We reserve the right to modify or discontinue all or any portion of our Service with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Service, or that operation of our Service will be error free.

Your information and legal compliance

You may be asked to submit personal information to this Service. For example, if you use this Service to request information about our company, you will be asked to provide your name and mailing address. If you submit personal information to Welltok through this Service, the information you submit must be true, accurate, current, and complete. You agree that you will only use our Service in accordance with applicable laws.

Ownership and license of this Service and its Content

Ownership of this Service. Our Service, including all of the software and code comprising or used to operate this Service and all Content are protected under applicable intellectual property and other proprietary laws, including without limitation those of the United States. All Content and intellectual property rights therein are the property of Welltok or of third parties who have licensed their rights to Welltok.

The presence of any Content on this Service does not constitute a waiver of any right in such Content. You do not acquire ownership rights to any such Content viewed through this Service. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without our express prior written permission.

Copyrights and trademarks. With the exception of any User Content you may provide through the Service (as described below), as between you and Welltok, Welltok and its licensors own and reserve the copyrights in this Service, including all of its Content. All trade names, trademarks and service marks displayed on this Service are the registered or unregistered trademarks of Welltok, its licensors, or other third parties (collectively, the "**Trademarks**") and are protected by U.S. and international trademark laws and treaties.

License and limitations. We hereby grant you a limited license to access and use this Service and to download and print, save, or use copies of any Content to which you have properly gained access, but only for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices from such Content. The foregoing license is subject to these Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. This license is revocable at any time without notice and with or without cause. You agree not to use, display, reproduce, retransmit, modify, distribute, disseminate, sell, publish, broadcast, circulate, display or in any way exploit any Content, in whole or in part, by any means, except as expressly set forth in these Terms of Use, unless you first obtain our written permission. You may not link to the Service, frame the Service, load any interstitial pages or pop-ups, or charge for access to any portion of the Service without our express written consent. When the link is clicked, the applicable page within our Service must be displayed in full. You may not copy portions of the Service to a server, except as part of an Internet service provider's incidental caching of pages. You may not attempt to decompile, reverse engineer, disassemble or otherwise modify our Mobile App, or in any way compromise the security of data stored or transmitted by our Mobile App.

Your Feedback. We welcome your comments, feedback, suggestions, and other communications regarding this Service (collectively, "**Feedback**"). By submitting Feedback, however, please note that we will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. You agree that you will not make a claim that Feedback constitutes your confidential information, that any limits apply to Welltok's right to use the Feedback, or that you are entitled to compensation or recognition for Welltok's use of Feedback.

Interactive features, communities and forums

Our Service may host support groups, communities, communication channels for wellness coaching, discussion groups, chats and other user forums and interactive features on its Site. Any user failing to comply with the terms and conditions of these Terms of Use may be removed from access to these features with or without notice, at our sole discretion. We may remove any User Content (defined below)

at any time for any reason. Health discussion groups, communities, expert forums, chats and other public forums are intended to serve as discussion centers for users and guests.

Information and content posted within these public portions of our Service may be available to a sponsoring employer or health plan's staff, other users, outside contributors, or by users not connected with us. Portions of our Service allow you to track your health goals. If you are using these features as part of group, family, or employer, certain information may be shared with, or provided by those parties. Welltok is not responsible and will not be liable for such third parties' use of your information or any information they provide to you through our Service. Further details regarding sharing of information can be found in our Privacy Policy.

These Terms of Use apply to all communities, chats, forums or similar interactive features that may exist or may be established in the future. Welltok expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor is it responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Welltok, its employees or any of its affiliates.

User-submitted content

Any information or content uploaded, posted, submitted, or otherwise made available by individual users of the Service, including without limitation health information, wellness advice, comments, message board posts, and any other content which does not originate with Welltok ("**User Content**"), is the sole responsibility of the person who made such User Content available on the Service. Under no circumstances will Welltok be liable in any way for any User Content made available through the Service by you or any third party.

Since Welltok does not control the User Content posted on the Service, it does not guarantee the truthfulness, integrity, suitability, or quality of that User Content, and it does not endorse such User Content. You also agree and understand that by accessing the Service, you may encounter content that you may consider to be objectionable. Welltok has no responsibility for any User Content, including without limitation any errors or omissions therein. The Welltok Parties are not liable for any loss or damage of any kind incurred as a result of any User Content on the Service.

Welltok does not claim ownership of User Content you submit or make available for inclusion on the Services. Welltok has categorized User Content as follows, with the associated rights described below:

1. "**Public Content**" is any User Content you submit or make available for inclusion on publicly accessible areas of the Services (for example, comments you post on a message board). You grant Welltok a worldwide, perpetual, irrevocable, royalty-free, fully paid up, non-exclusive, transferable license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display your Public Content, and to incorporate your Public Content into other works in any format or medium now known or later developed. You understand that because you have made Public Content visible to anyone with access to our Services, it is possible that other users have seen and copied that Public Content and it may not be possible to ensure removal of Public Content from all sources even if it has been removed from our Services.
2. "**Private Content**" is any User Content you submit to the Services but which is not intended to be publicly available (for example, content you input into a non-publicly displayed program on our Services, or the private information you submit when you register, other than your publicly

visible user name and information in your profile that you share publicly). You grant Welltok a worldwide, royalty-free, fully paid up, non-exclusive, transferable license to use, distribute, reproduce, modify, and adapt your Private Content, and to incorporate your Private Content into other works in any format or medium now known or later developed, for the purposes of (i) providing the Services for which such Private Content was submitted or made available (for example, to facilitate a program in which you have elected to participate, or to notify the program's sponsor that you are eligible to receive a prize) or (ii) to create anonymized and aggregated data repositories for analytics purposes. If your Private Content includes any Protected Health Information ("PHI") governed by HIPAA, the foregoing license and rights granted therein are limited solely to the extent required by HIPAA, and we will not share your PHI with others unless you have opted-in for such sharing. This license will terminate at the time you remove or Welltok removes such Private Content from the Services.

3. "**Personal Information**" may include Personal Data defined in our Privacy Policy. Depending on what you input into the Services, it is possible that Personal Information may be found within Private Content and/or Public Content. Rights and potential uses of Personal Information are set forth in our Privacy Policy.

Welltok reserves the right (but has no obligation) in its sole discretion to pre-screen, edit, refuse, move or remove any User Content that is posted on the Service. You agree that the exercise by Welltok of such discretion shall not convert or transform User Content to content owned or provided by Welltok, and the user who made such User Content available on the Service will retain ownership thereof as described below.

Content complaints

If you believe that any User Content on our Service violates these Terms of Use or is otherwise inappropriate, please report the content by sending an email to support@cafewell.com.

Notification of claimed copyright infringement

In the event that you find Content posted on our Service which you believe to be an infringement of the copyright ownership or other intellectual property rights of your company or any third party, you are requested to immediately contact Welltok's Copyright Agent as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):

- your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;
- a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
- a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
- if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
- a description of the infringing material and the URL where such material is located on the Service, or a description of where on our Service you found such material;
- your written statement that you believe, in good faith, that the use of the work on our Service has not been authorized by the true owner of the work, its agent, or as a matter of law; and
- a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us:

By Mail addressed to:
Copyright Agent
Welltok, Inc.
1515 Arapahoe Street
Tower 3
Suite 700
Denver, CO 80202

Attn: Copyright Agent/ Danielle Dupre

E-mail: DMCA@welltok.com, subject line “**DMCA Notice**”

In accordance with the DMCA, it is the policy of Welltok to terminate use of our Service by repeat infringers in appropriate circumstances.

Restricted activities

You may not engage in any of the following with regard to the Service (including without limitation posting or transmitting content through the Service), and you agree not to use the Service to:

1. violate or encourage the violation of any local, state, national, or international law or regulation;
2. collect or store personal data about other users of our Service or solicit personal information from any individual;
3. impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;
4. send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by Welltok in its sole discretion;
5. infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
6. promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
7. disrupt or interfere with the security or use of the Service or any websites or content linked to them;
8. interfere with or damage the Service, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Service;
9. attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) Welltok or create or use a false identity;
10. attempt to obtain unauthorized access to the Service or portions thereof that are restricted from general access;

11. use any meta tags or any other “hidden text” utilizing the Welltok name, trademarks, or product names;
12. attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Service;
13. reproduce, make available, or otherwise use any portion of the Service for any commercial purpose;
14. engage in any activity that interferes with any third party’s ability to use or enjoy the Service; or
15. assist any third party in engaging in any activity prohibited by these Terms of Use.

Mobile devices & third-party restrictions

If you access our Service on mobile devices, you are responsible for any cellular data charges by your mobile carrier. When you download our Mobile App, you will also be subject to any terms imposed by the “store” through which you obtain the Mobile App, if any (e.g. the Apple App Store or Google Play Store, or others). Our Mobile App must be installed on a device you control or own, and must be used in accordance with any applicable terms from the Apple App Store or other “store.” The following terms are required by Apple and are applicable if you install our Mobile App from the Apple App Store:

Welltok, not Apple, is responsible for:

- The content in the Mobile App;
- Maintenance or support of the Mobile App;
- Any product warranties, whether express or implied;
- Addressing any claims of the end-user or any third party relating to the Mobile App or the end-user’s possession and/or use of that licensed application, including, but not limited to: (a) product liability claims; (b) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; and,
- The investigation, defense, settlement and discharge of any third party claim that the Mobile App or your possession and use of that Mobile App infringes a third party’s intellectual property rights.

Further, if you install our Mobile App from the Apple App Store, you acknowledge that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms of Use, and that, upon your acceptance of these Terms of Use, Apple will have the right (and you will be deemed to have accepted the right) to enforce the Terms of Use against you as a third party beneficiary thereof.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, WELLTOK, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “**WELLTOK PARTIES**”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICE.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICE IS AT YOUR SOLE RISK. OUR SERVICE AND ALL CONTENT, PRODUCTS AND SERVICES OFFERED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WELLTOK

PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICE. UNDER NO CIRCUMSTANCES, WILL ANY OF THE WELLTOK PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICE OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY WELLTOK PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE WELLTOK PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms of Use and which if known, might materially affect your consent to these Terms of Use. To the fullest extent permissible under applicable law, you expressly waive all rights you may have under Section 1532 of the California Civil Code (or similar code section in your jurisdiction), which states:

A GENERAL RELEASE DOES NOT EXTEND THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

IF THIS CLAUSE IS HELD TO BE UNENFORCEABLE IN WHOLE OR IN PART IN ANY JURISDICTION DUE TO RELEVANT LAWS, THEN IN NO EVENT SHALL OUR OR THE RELEASEES' TOTAL LIABILITY TO YOU EXCEED THE TOTAL AMOUNT YOU HAVE PAID US OR THE RELEASEES DURING THE SIX (6) MONTHS PRIOR TO THE INCIDENT. NOTHING IN THIS CLAUSE SHALL LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

Choice of law, jurisdiction and venue

These Terms of Use and the relationship between you and Welltok shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of

Colorado, excluding conflict of laws provisions that would indicate the application of the laws of any other jurisdiction. ANY LEGAL ACTION OR PROCEEDING RELATING TO YOUR ACCESS TO, OR USE OF, THIS SERVICE OR THESE TERMS OF USE SHALL BE INSTITUTED ONLY IN A STATE OR FEDERAL COURT LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO, U.S.A. YOU AND WELLTOK IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. You expressly waive any claim of improper venue and any claim that such courts are an inconvenient forum. If the courts of the country in which you reside should determine that the provisions of this paragraph are not enforceable, then you agree to submit to binding arbitration under the rules of the American Arbitration Association.

Indemnification

You agree to indemnify and hold the Welltok Parties harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of your posting of any content on our Service, or other use of our Service in a manner not permitted by these Terms of Use, including without limitation your actual or alleged violation of these Terms of Use, or infringement of a third party's intellectual property or other rights by you or another user of our Service using your computer, mobile device or account.

Statute of limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms of Use may change

We may add new features and functionality to this Service. As a result of these changes (or changes in the law), we may need to update or revise these Terms of Use. Accordingly, we reserve the right to update or modify these Terms of Use at any time, without prior notice, by posting the revised version of these Terms of Use on an accessible page of our Service. Your continued use of this Service after we have posted the revised Terms of Use constitutes your agreement to be bound by the revised Terms of Use.

For your convenience, whenever these Terms of Use are changed, we will strive to alert you by updating the "effective date" at the top of this page.

General

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers will only be effective if they are made in writing by the party to be bound.

If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, and the court shall substitute for such provision the valid and enforceable provision that most closely approximates the intent and economic effect of such provision. The remaining provisions of these Terms of Use shall remain in full force and effect.

These Terms of Use, together with any client agreement to which you may be subject, set forth the entire understanding and agreement between us and supersede all prior understandings and agreements between you and Welltok with respect to the subject matter hereof.

These Terms of Use may be amended only as set forth above.

Notice for California users

Under California Civil Code Section 1789.3, California users of our Service are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Contact us

If you have any questions or concerns regarding these Terms of Use, please feel free to contact us using our web form or directly at:

support@cafewell.com

or

Welltok, Inc.
1515 Arapahoe Street, Tower 3
Suite 700
Denver, CO 80202

Attn: User Agreement Issues

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