

Brussels + Muscles™ Website

Terms of Use

Last modified 9/22/2014

You and The Regents of the University of Colorado, a body corporate and a state institution of higher education of the State of Colorado, as the sponsor of a self-funded health benefit plan (“Plan Sponsor”), and the Trust Committee (“Trust Committee”) on behalf of the University of Colorado Health and Welfare Trust (“Trust”), (collectively “Plan”) enter this Terms of Use. These Terms of Use are applicable to your use of any and all Plan websites, including Be Colorado® (becolorado.org) and Brussels and Muscles™ (brusselsandmuscles.org). Use of these websites constitutes your agreement, without limitation or qualification, to be bound by these Terms of Use.

The Plan reserves the right, in its sole discretion, to change these Terms of Use at any time by posting the changes on the Plan websites. Any changes, revisions, or modifications are effective immediately upon posting to the website. Your continued use of the website constitutes your agreement to all such changes, revisions or modifications to these Terms of Use. The Plan may, with or without prior notice, terminate any of the rights granted by these Terms of Use. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the website.

Scope of Use

This site is for your personal use. The Plan invites you to view, use and navigate to a page of this website for your informational, non-commercial use. No part of any content or software on this website may be copied, downloaded or stored in a retrieval system for any other purpose, nor may it be redistributed for any purpose, without the express written permission of the Plan. You understand that the Plan may discontinue, change, or restrict your use of this website for any reason without notice.

No Warranties

All content on this website is provided to you on an "as is" "as available" basis. The Plan makes no representations or warranties of any kind whatsoever, express or implied, in connection with these terms and conditions or the website, including but not limited to any implied warranties of merchantability, infringement and fitness for a particular purpose. The Plan makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through this website. You are responsible for verifying any information before relying on it. Use of the website and the content available on the website is at your sole risk. The Plan makes no representations or warranties that use of the website will be uninterrupted or error-free. You are responsible for taking all necessary precautions to ensure that any content you obtain from the website is free of viruses.

The above exclusions may not apply in jurisdictions that do not allow the exclusion of certain implied warranties.

Limitation of Liability

Your use of the Plan's website or any content on the website is at your own risk. The Plan specifically disclaims any liability, whether based in contract, tort, strict liability or otherwise, for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the website, even if the Plan has been advised of the possibility of such damages, including but not limited to (a) reliance by any party on any content obtained through the use of this website, or that arises in connection with mistakes or omissions in, or delays in transmission of, information to or from the user; (b) interruptions of business; (c) access delays or access interruptions to the website; (d) data non-delivery, incorrect delivery, corruption, destruction, or other modification; (e) loss or damages of any sort incurred as a result of dealings with or the presence of off-website links on the website; (f) computer viruses, system failure or malfunction which may occur in connection with your use of the website, including during hyperlink to or from third party sites; or (g) events beyond our reasonable control, whether caused in whole or in part by negligence, acts of God, telecommunications failure, theft or destruction of, or unauthorized access to the website, or related information or programs.

Indemnification

You agree to defend, indemnify and hold the Plan harmless for any losses, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your misuse of this website. You also agree to indemnify the Plan for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

Intellectual Property

All content on this website, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of The Regents of the University of Colorado and is protected by United States copyright laws.

All trademarks, logos and service marks, including but not limited to Be Colorado® and Brussels+Muscles™ are the property of The Regents of the University of Colorado or our licensors/licensees. Unauthorized use of any the trademarks, service marks or logos may be a violation of federal and state trademark laws.

The Regents of the University of Colorado reserve all rights not granted in these Terms of Use.

Links

The Plan's websites contain links to websites operated by other parties. Please be aware that the linked sites are not under the control of the Plan, and the Plan is not responsible for the privacy practices or content available on any other Internet sites linked to this website. Such links do not imply the Plan endorsement of material on any other site and the Plan disclaims all liability with regard to your access to such linked websites. Websites that are accessible by hyperlinks from the Plan website may use cookies. The Plan encourages you to read the privacy statements provided by other websites before you provide personally identifiable information to them. The Plan provides links to other Internet sites as a convenience to users and access to any other Internet sites linked to this website is at your own risk.

Security

This site may require you to register or obtain a password prior to permitting access to the site or certain services available on this site. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and you agree to accept responsibility for all activities that occur under your account or password. If you are accessing and using the website on someone else's behalf, you represent that you have the authority to bind that person as a principal to all these Terms of Use, and you agree to accept liability for harm caused by any wrongful use of the website resulting from such access or use. The Plan reserves the right to refuse service, terminate accounts, or remove or edit content, for any reason, in its sole discretion without prior notice.

Location, Governing Law and Injunctive Relief

The laws of the State of Colorado shall govern these Terms of Use, without reference to its choice of law rules. The Plan makes no representation that the information in the website is appropriate or available for use in other locations. Those who choose to access the Plan website from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Any controversy or claim arising under or related in any way to your visit to the website shall be governed by the laws of the State of Colorado. To the extent you have in any manner violated or threatened to violate the Plan's intellectual property rights, the Plan may seek injunctive or other appropriate relief in Colorado, and you consent to exclusive jurisdiction and venue in such courts. The Plan reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including the right to block access from a particular internet address to the website.

General

The terms of the University of Colorado Privacy Policy and the Special Rules for B+M Program (below) are incorporated into, and considered a part of, these Terms of Use. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise between you and the Plan. Any failure to require your performance of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall a waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms of Use shall be unenforceable or invalid under any applicable law or be so held by any applicable court decision, such unenforceability or invalidity shall not render these Terms of Use unenforceable or invalid as a whole. We will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

UNIVERSITY OF COLORADO PRIVACY POLICY

www.cu.edu/privacy-policy

Current as of September 22, 2014

Commitment To Individual Privacy

The University of Colorado supports the protection of individual privacy, and is committed to ensuring the confidentiality of personally identifiable information provided by its employees, students, and visitors. However, because the University of Colorado is a public institution, some personally identifiable information may be subject to disclosure pursuant to the Colorado Open Records Act (C.R.S. § 24-72-101 et seq.). In addition, the University may disclose information to third parties when such disclosure is required or permitted by law.

Colorado Open Records Act (C.R.S. § 24-72-201 et seq.)

The State of Colorado requires that all public records be open for public inspection by any person except as otherwise provided by law. "Public Records" are defined as all writings made or maintained by a state institution, such as the University of Colorado regardless of medium or format. Personal information provided to the University may be subject to public inspection and copying unless protected by state or federal law.

Family Education Rights and Privacy Act (20 U.S.C. § 1232g)

In general, the Family Education Rights and Privacy Act ("FERPA") prohibits the release of students' educational records. However, the University of Colorado may release student directory information or student educational records if allowed or required by FERPA. For more information about FERPA contact your campus registrar's office.

Information Collected

It is the policy and practice of the University of Colorado to collect the least amount of personally identifiable information necessary to fulfill its required duties and responsibilities, complete a particular transaction, deliver services, or as required by law. This applies to the collection of all personally identifiable information regardless of source or medium.

Information provided should only be shared with members of the University community who have a need to know in order to provide services or conduct University business. The University of Colorado may share personally identifiable information with other individuals or organizations that provide services to the University. The University requires these third parties to protect personally identifiable information it receives pursuant to this policy and applicable law. The University will take reasonable and appropriate measures to protect personally identifiable information from unauthorized access or disclosure.

Individuals may choose whether or not to provide information to the University of Colorado via the Internet. Most University websites may be accessed without providing personally identifiable information, however some options or special services may require the submission of personally identifiable information.

Information other than personally identifiable information may be collected from the Internet for analysis and statistical purposes. Such information may include user visit logs, network traffic logs, and small text files known as “cookies” used to assess website activity. Information collected from the Internet is used to diagnose problems, assess what information is of most interest, determine technical design specifications, and identify system performance and/or problem areas.

Comments and Feedback

Please send comments, questions, or concerns to the Office of Information Security (security@cu.edu, 303-860-5734). When sending comments, please include a current mailing address. Please do not send attachments with the message.

SPECIAL RULES FOR BRUSSELS + MUSCLES™ PROGRAM

Last modified September 22, 2014

General Rules. The general statements in the Be Colorado® Privacy Policy apply to the Brussels+Muscles website as well as the special rules that follow with respect to personal information of children under the age of 13 participating in the Brussels+Muscles program.

Information Collection During Registration Process. In order for a child to participate in the Brussels+Muscles program, an eligible parent must register through the Brussels+Muscles website. The information collected for registration includes personal information of the parent and the participating child such as parent and child’s full name, parent’s mailing address and child’s age. This information is collected directly from the parent. No information is collected from children under the age of 13 during the registration process. Brussels+Muscles sends the personal information provided by the parent to our service providers in order for the parent to receive the child’s activity tracker, track the child’s activity and participate in online games.

Ongoing Information Collection. Following the registration process, an eligible parent will have an account accessible from the Brussels+Muscles website. On this account, a parent will be able to track a child’s activity on GeoPalz and the child’s participation in online games on ZisBoomBah. Brussels+Muscles collects the information provided by our service providers in order to allow the parent to monitor his/her child’s program participation. The information collected from GeoPalz, a service provider, and provided to Brussels+Muscles includes the number of steps taken by the child per day and per lifetime and a list of the child’s goals, including goal category, goal unique identifier, progress toward the goal, goal type, user-supplied goal description and the unique identifier of the planet associated with the goal, is collected through the participant’s custom application programming interface (API). The information collected from ZisBoomBah, a service provider, and provided to Brussels+Muscles includes a unique adventure identifier, a video embedded adventure url, adventure name, progress on the adventure, and the quests for the adventure, including: the unique quest identifier, quest name, quest sort

indicator, points earned on quest completion, percentage of quest completion, total quest goals, and total quest goals completed, is collected through the participant's custom API.

Information Use and Disclosure. The personal information collected above is used for monitoring program participation. The information is securely maintained and is used only for allowing a parent to monitor his/her child's participation in the program. The information collected on or through the Brussels+Muscles website may be shared with third-party service providers. These service providers will use the personal information only for the purposes of allowing a parent to monitor his/her child's participation in the program. To the extent required or permitted by law, we may also collect, use and disclose such information in connection with security-related or law enforcement investigations or in the course of cooperating with authorities or complying with legal requirements. Information may also be used as permitted by law to protect our rights or property, our website, or its users and their safety. Other than our service providers listed below, we will not share your child's information with third parties.

Our Service Providers. Brussels+Muscles uses the following service providers:

- GeoPalz (GeoPalz, LLC) provides the activity trackers and provides online monitoring of activity.
- ZisBoomBah (Online Tools for Parents, LLC) provides online games and education.
- M7 (M7 Business Systems, LLC) provides printing and mailing services.
- Foraker Labs (Foraker Labs, LLC) provides website services and data integration.
- Amazon (Amazon Web Services, Inc.) provides website hosting services.

We require our service providers to maintain the confidentiality, security and integrity of the information and limit the use to the specific services the provider is performing for the Brussels+Muscles program. Additionally, ZisBoomBah and GeoPalz are compliant with the Children's Online Privacy and Protection Act (COPPA).

ZisBoomBah Privacy Policy: <http://blog.zisboombah.com/about-us/privacy/>

ZisBoomBah Terms of Use: <http://blog.zisboombah.com/zisboombah-terms-of-use-for-brusselsmuscles-program/>

GeoPalz Privacy Policy: <https://geopalz.com/privacy-policy>

GeoPalz Children's Privacy Policy: <https://geopalz.com/childrens-privacy-policy>

GeoPalz Terms of Use: <https://geopalz.com/terms/>

If you have any questions or concerns regarding the Brussels+Muscles Privacy Policy or any of Brussels+Muscles's service providers, please contact Be Colorado/CU Health Plan Administration at 1800 Grant Street, Suite 225, Denver, Colorado 80203; 303-860-4199; cuhealthplan@cu.edu.

Child's Participation and Parent's Rights. We encourage parents to regularly monitor and supervise their children's online activities. A child's participation in any of the Brussels+Muscles activities is not conditioned on the disclosure of more information than is reasonably necessary to participate in the activity. A parent has the option to agree to the collection and use of his/her child's information without consenting to the disclosure of information to third parties, understanding the parent would then not be able to view his/her child's progress in the Brussels+Muscles program. A parent can review the child's information, ask to have it deleted and/or refuse to allow any further collection or use of the child's information. To exercise these rights, parents should contact CU Health Plan Administration via the contact information listed above.

Policy Changes. We may change this policy from time to time. The revised policy will be posted on the Be Colorado and Brussels+Muscles websites.