

## Terms & Conditions for Use with Well-being Works Better™ Scorecard

PLEASE READ THIS ENTIRE DOCUMENT. PRINT FOR YOUR RECORDS. THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE AMERICAN HEART ASSOCIATION.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND LOCATED IN THE UNITED STATES TO ACCEPT THESE TERMS AND CONDITIONS.

By clicking the box on the registration page affirming you have read and understand these Terms & Conditions and the AHA Privacy Policy and that you are registering for the American Heart Association's Well-being Works Better™ Scorecard ("Scorecard"), including one or more components that you or your authorized users will use, and agreeing to provide certain confidential information to the American Heart Association, Inc. ("AHA") that will be used for the purposes described in this Agreement. By clicking the box, you are further agreeing to these terms and conditions regarding consent, release, indemnification, assumption of risk and that set out how your organization's information will be collected and used.

To use the Scorecard you must first register your business or organization. Use of the information you provide will be governed by these terms and the AHA Privacy Policy. AHA will use the information you provide during registration to create your account, send your designated contact AHA user guides, e-newsletters, offer you recommendations within the tool and send you email related to these recommendations.

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### My Life Check®

If you elect to register your company as an employer in the AHA's My Life Check ("MLC") assessment tool in conjunction with the Scorecard, then the following additional MLC-specific provisions are also part of this Agreement:

- a. To use the My Life Check assessment tool, you must first register. AHA will use the information you provide during registration to create an employer account for tracking purposes, communicate with you, and aggregate data from your invited participants (usually employees). Your participation with MLC and the progress your invitees make (such as amount of points earned) in it may be represented in an aggregate manner such as in a "leaderboard" on the website.
- b. AHA may aggregate your de-identified information with like information from other people and may disclose such non-identified or aggregated information to other parties, including but not limited to other users of the Assessment, sponsors, researchers and third party service providers of the AHA.
- c. You may use the MLC logo and the names "My Life Check" and "American Heart Association" only to invite participants to join MLC under your reference number and only as long as you do not inappropriately claim or imply a sponsorship, approval or other inaccurate relationship by the AHA of your company or its products or services.
- d. The AHA is not responsible for your use of the MLC assessment tool, or any data or reports you obtain from the AHA related to such use.
- e. Use of the MLC assessment tool is also governed by the AHA's Privacy Policy.

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