## **Privacy Policy**

We take your privacy seriously. We have established this privacy policy to outline our policies on the collection, use, and disclosure of your information in connection with your use of our website (the "Site"). By accessing the Site, you consent to our collection, use, and disclosure of your information as described in this Privacy Policy. Please note that when listed herein as "our company" or "we," "us," or "our." refers to Northern Utah Chiropractic

Collection of Information

What information do we collect? We do not collect, use or share any user information which can personally identify you ("Personally Identifiable Information"); however, some of our users may voluntarily provide us with certain Personally Identifiable Information through our Site (such as name, phone number, email address) in order to sign up with our service. We do collect and aggregate certain information through technology, such as cookies, to improve our Site and services.

Why do we collect information? Like many websites, Our company collects information to enhance your experience with our Site, maximize the quality of our services, monitor, update and improve the functionality of our Site, customize our Site to best suit your needs, provide customer support and respond to your inquiries, and comply with our legal obligations.

- 1. Information We Collect Through Technology
- Cookies: We may use cookies, beacons and similar technology to provide the best, customized Site we can and facilitate and enhance your experience. Cookies are files sent to your browser from a web server and may reside, among other places, on your computer, in emails sent to you, and on our web pages. Cookies may transmit information about your use of our Services such as time, frequency and activity on our Site, browser type, search preferences and other data that may, in the future, inform us to provide targeted services for our users. You can control your own privacy levels by disabling cookies in your device or browser settings.
- Analytics: We engage in analytics to process data collected by our Site that enables us to improve our Site. We may use third parties to process the information on an aggregated (not individual) level and develop reports and analysis regarding the usage and browsing patterns of our users.
- Location: We may collect information regarding the computer, mobile /smartphone or another device you use to access our Services, including

collecting information on your Internet Protocol (IP) addresses. We do this to measure the effectiveness of our Site and to better conduct technical systems functions and troubleshooting.

Sharing of Information, We Collect

#### 1. To Enhance our Site

Any third party service providers we use for analytics or marketing are restricted from using your information in any way other than providing the services we request of them.

#### 2. To share with Partners

Our company.. also shares your personal (non-financial) information, including but not limited to your contact information with our business partners as we deem fit. Should you not want this information shared, you should not use our service.

#### For Legal Compliance

To comply with the law, our company may be required to produce user information. As a service to our users, we may produce user information if we reasonably believe that doing so will protect the personal safety or property of our users or the general public. We may also disclose user information to protect, defend and enforce our own intellectual property rights, which we will do to the fullest extent of the law.

Changes to the Privacy Policy

The Privacy Policy may be modified from time to time at the sole discretion of Our company. Revisions to the Privacy Policy will be posted on this webpage. Such modifications shall become effective once posted on the Site. You agree to this Privacy Policy and any subsequent revisions through your continued use and access of this Site.

#### Terms of Use

These terms and conditions (the "Terms of Use") govern your use of our company's website (the "Site"). Through your access or use of the Site, you agree to these Terms of Use and to a legally binding contract with our company. Do not access or use the Site if you are unwilling or unable to be bound by these Terms of Use.

A. Content

#### 1. Use of Our Content

The content provided on this Site is for informational and educational purposes only. The information contained herein does not constitute any guarantees, implied or real. Unless otherwise specified, Web Site is for your personal and/or commercial use and limited to the purchaser of the license to use the site. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from our company's Web Sites.

#### 2. Ownership of Our Content

The materials used and displayed on this Site, including but not limited to text, photographs, charts, visual graphics, video, interviews, service marks, logos, and names are the property of our company or our affiliates, contractors or licensors. While you may use this content for your personal or commercial use, you acknowledge that this content is protected by intellectual property laws and other federal and state laws. You may not reproduce, transmit, publish, distribute or otherwise use any of our content or any modifications thereof without our prior express written consent or that of our affiliates, contractors or licensors.

#### 3. Use of Your Content

Our company may use your content, including but not limited to photographs, testimonials, visual graphics or video, with or without your prior consent and as our company deems fit, to provide our services, including but not limited to our public site, blogs, newsletters, advertisements, and other services. We may also create derivative works from your content. Through these Terms of Use, once you consent to our use of your content, you acknowledge and grant us the rights to use your content for such purposes without limitation and without any need for a license or payments of any fees, Our company may use, copy, publish, display, distribute, modify, translate, and create derivative works from your content.

#### B. Legal Disclaimer

The user acknowledges that the content of this Site is provided for informational and educational purposes only. To the fullest extent permitted by law, Our company.. makes no express or implied warranties regarding the content on this Site, including the accuracy, completeness, reliability, applicability, ownership, non-infringement or merchantability of the content.

This disclaimer extends to any and all testimonials, endorsements, statistics, graphics or video provided on this Site, which is provided for informational and educational purposes only and is not guarantees of diagnoses, treatment plans or treatment results. Links to any third party websites are provided for your convenience only; Our company.. does not endorse any third parties through this Site.

OUR COMPANY, ITS AGENTS OR REPRESENTATIVES SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF YOUR USE OR ACCESS OF THE SITE OR ARISING OUT OF ANY ACTION TAKEN IN RELIANCE UPON, IN RESPONSE TO, OR AS A RESULT OF, ANY INFORMATION AVAILABLE ON THE SITE. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST OUR COMPANY ARISING OUT OF YOUR USE OR ACCESS OF THIS SITE.

#### C. Changes to the Terms of Use

The Terms of Use may be modified from time to time at the sole discretion of our company. Revisions to the Terms of Use will be posted on this webpage. Such modifications shall become effective once posted on the Site. You acknowledge and agree that your access and use of this Site shall be considered an acceptance of these Terms of Use. To prevent that information from being shared, you must discontinue the use of our services understanding that we cannot recall the information shared.

## **TERMS OF USE AGREEMENT**

Welcome to Our company's, a website (the "Site"). This Terms of Use Agreement ("Agreement") governs your access to, and use of, the Site and the information, profiles, materials and other content ("Content") available on or through the Site. Please read this Agreement carefully before using the Site or any of its Content. By choosing to use the Site you acknowledge that you have read this Agreement and the disclaimers and caveats contained in the Site and that you accept and will be bound by the terms thereof. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION BY Our company TO ACCESS THE CONTENT OF THE SITE. If you do not agree to all of these terms and conditions of use, do not use the Site! Please note that when listed herein as "our company" or "we," "us," or "our." refers to Northern Utah Chiropractic

#### REPEATED TO ENSURE YOU HAVE READ THIS STATEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME IN OUR SOLE DISCRETION. WE WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY POSTING THEM TO THIS WEBSITE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS THIS WEBSITE.

Our company is based in the United States of America. Our company makes no claims that the content is appropriate or may be downloaded outside of the United States. Access to the content may not be legal by certain persons or in certain countries. If you access the site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

As a user of this site, you personally guarantee and certify that the information that you post is accurate and true and that you agree to be held personally liable and responsible for the information that you post on our company. You further agree that your business you will be promoting will also be held liable and responsible for all information that you post on the Our company.

#### 1. NO MEDICAL ADVICE

THE SITE PROVIDES NO MEDICAL/CHIROPRACTIC ADVICE OF ANY KIND WHATSOEVER. By using the Site, you acknowledge and agree that Our company is not providing you with any medical/chiropractic advice or with any advice regarding doctor choice. The content of the site, including, but not limited to, text, graphics, images, or other information in any form, from any source, or of any kind is provided for informational purposes only. The content is not, nor

is it ever intended to be, a substitute for professional advice or professional recommendations, diagnosis, or treatment. Always seek the advice of your physician(s) or another qualified healthcare provider (s) with any questions you may have regarding a medical condition. DO NOT DISREGARD PROFESSIONAL MEDICAL ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE. DO NOT DELAY SEEKING PROFESSIONAL ATTENTION OR ADVICE BECAUSE OF ANYTHING YOU READ ON THE SITE.

#### 2. Our company's RATINGS AND OPINION INFORMATION

Our company's information regarding education, background, residencies, fellowships, and positions held has been obtained directly from the listing doctors. Our company makes no independent statements of fact or truth concerning such information, other than the general statement that the factual information reported on the site reflects the factual information rendered from the doctors. Our company does not consider the status of any malpractice complaints or claims against a doctor, either pending or resolved in offering listings as that is between you and your state board. Our company does do not consider the absence of any pending malpractice claims or judgments against a doctor, if any, may be available from publicly-available databanks.

Our company does not, and will not recommend or endorse any specific physicians, products, procedures, opinions, or other information that may be mentioned on the Site. **Our company is not a referral service**. Our company provides selected information about certain physicians/chiropractors. We cannot and do not offer advice regarding the quality or skill of any particular physician for any specific treatments or health conditions. You should obtain all additional information necessary to make an informed decision before using any physician. Reliance on any information provided by Our company, Our company employees, or others appearing on the Site is completely and solely at your own risk.

You agree that you assume all responsibility in connection with choosing any physician, whether or not you obtained information about such physician on or through the Site. We assume no responsibility or liability for any advice, treatment or other services rendered by any physician, or for any malpractice claims and/or other claims that may arise directly or indirectly from any such advice, treatment or other services.

#### 3. REVISION OF TERMS AND CONDITIONS

We may revise and update this Agreement at any time. By continuing to use the Site after such revision or update, you acknowledge that you accept those changes as they are made, even if you choose not to review the Agreement every time you access the Site.

#### 4. COPYRIGHT AND USE OF CONTENT.

The Content is protected by copyright under both United States and foreign laws. At all times, Our company and/or its licensors retain title to the Content. Any use of Content which is not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws. Content and features are subject to change or termination without notice, in Our company discretion. Our company reserves all rights unless expressly granted elsewhere.

Our company authorizes you to view or download a single copy of material found on the Site as long as it is solely for your personal, non-commercial use. If any information or another item on the Site has more restrictive copyright protections or rules that are included in the Site, such protections and/or rules are at this moment incorporated into this Agreement by reference.

If you violate any terms of this Agreement, your permission to use the Content automatically terminates, and you must immediately destroy any copies you have made of any portion of the Content. Our company will pursue its rights against such violators to the fullest extent of the law.

#### 5. <u>LIMITATION OF LIABILITY.</u>

The use of the Site and the Content is at your own risk. When using the Site, information is transmitted through an imperfect medium outside of Our company control. You agree that Our company assumes no liability to you or any other party arising out of any delays, failures, interruptions, or corruption of any data or additional information transmitted in connection with your access or use of, or your inability to access or use, the Site or its Content.

The Site and its Content are provided on a purely "as is" basis. Our company HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Our company makes no representation(s) or warranty(is) about the accuracy, reliability, completeness, or timeliness of the Content, software, text, graphics, links, or communications provided on or through the use of the Site.

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL WE, OR ANY OF OUR DIRECTORS, OFFICERS, SHAREHOLDERS, PROPRIETORS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SERVANTS, ATTORNEYS, PREDECESSORS, SUCCESSORS OR ASSIGNS, BE LIABLE FOR ANY DAMAGES WHATSOEVER BE THEY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, OR LOSS OF USE) ARISING OUT OF USE OF THE SITE, ANY SITE MATERIALS, ARRANGEMENTS MADE BASED ON INFORMATION OBTAINED ON OR THROUGH THE SITE, OR PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

This limitation applies whether the claim for damages is based on warranty, contract, tort (including any intentional torts and/or negligence of any type), or any other legal theory.

You agree that you will bring any claims against Our company within 90 days of knowledge of the date the event first giving rise to such claim occurred. You agree that you waive any claim not brought within 90 days and are barred from making any claims after that. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

#### 6. <u>USER SUBMISSIONS.</u>

The personal information you submit to Our company is governed by <u>Our</u> <u>company's Privacy Policy</u>. To the extent there is an inconsistency between this Agreement and the Our company's Privacy Policy, this Agreement shall govern.

You agree that you will not upload or transmit any communications or Content of any type to the Site that infringe(s) or violate(s) any rights of any party. By submitting communications or Content to the Site, you agree that such submission is non-confidential for any and all purposes and that Our company is free to use such information for any and all purposes.

Use of this Website may be monitored, tracked and recorded. Anyone using this Website expressly consents to such monitoring, tracking and recording

If you make any such submission, you agree that you will not send or transmit to Our company any Content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Our company, you agree such submission is non-confidential for all purposes.

If you make any submission to the Site, you automatically grant—or warrant that the owner of such Content or intellectual property has expressly granted— Our company royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and/or display the communication or Content in any form, and in any forum. Our company may sublicense its rights through multiple tiers of sublicenses. You agree that (i) you will not engage in any activities related to this Website that are contrary to applicable law, regulation or the terms of any agreements you have with us, and (ii) in circumstances where locations of this Website require identification for access, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals. You agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy our web pages, data or the content contained herein or for any other unauthorized purpose without our prior expressed written permission.

#### 7. <u>PASSWORDS</u>

You are responsible for taking all reasonable steps to ensure that no unauthorized person has access to your Our company passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of your password; (2) authorize, monitor, and control access to and use of your Our company account and password; (3) promptly inform Our company any need to deactivate a password. You grant Our company and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site. Our company can not and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using Our company tools and services.

We reserve the right to delete or change any password at any time and for any reason and deny access until any issues are resolved.

#### 8. <u>REVIEWS & POSTINGS</u>

Our company is not responsible for the consequences of any reviews and does do not adopt or endorse user reviews, as the reviews are purely the opinion of the posting user. You are expected to refrain from using any improper, obscene, harassing, vulgar, offensive, defamatory, or libelous language.

- You are not permitted to post any Content that infringes upon the legitimate proprietary rights of others.
- You are not permitted to post or upload materials (or hyperlinks) that contain unsolicited or unauthorized advertising or marketing, promotional materials, junk mail, spamming, chain letters, pyramid schemes or the like.
- You are not permitted to pose as or impersonate another, nor are you permitted to allow any other person or entity to use your identification for posting or viewing comments
- You are not permitted to post or upload materials (or hyperlinks) that contain viruses or that are coded in a way that might interrupt, disrupt, destroy or limit the functionality of any computer software, hardware or telecommunication equipment. If you post a review:

Any violation of these terms will be deemed a material breach of the Agreement.

Our company reserves the right (but is not obligated) to do any or all of the following:

- Investigate an allegation that a communication(s) do(es) not conform to the terms of this section and, in its sole discretion, remove the review(s).
- Remove any information, if added through a review, blog or other forum, which are abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms and Conditions.
- Terminate a user's access to the Site upon any breach of these Terms and Conditions.
- Edit or delete any posting for any reason, and the user also agrees that no reason or notice is required to be rendered at any time.

Our company disclaims all liability or responsibility to users of the Site or any other person or entity for performance or nonperformance of the activities above

#### 9. <u>ADVERTISEMENTS, FAXING, E-MAILS, SEARCHES, AND LINKS TO OTHER</u> <u>SITES.</u>

Our company may provide links to third-party web sites. Our company also may select certain sites as priority responses to search terms you enter, and Our company may agree to allow advertisers to respond to certain search terms with advertisements or sponsored Content. Our company does not recommend and does not endorse the Content on any third-party websites. Our company is not responsible for the Content of linked third-party sites framed within the Site, third-party sites provided as search results, or third-party advertisements, and does not make any representations regarding their Content or accuracy. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such sites. Our company does do not endorse any product advertised on the Our company site. Our company, its officers, business partners, and affiliates may send you faxes and e-mails of both informational and solicitation content, and you give your express permission for us to do so. This means that you give express permission to receive faxes and/or e-mails (opt-in) and/or promotional materials from the Our company and any affiliate associated with the Our company for any reason.

#### 10. <u>INDEMNITY.</u>

You shall indemnify and hold harmless Our company, its affiliates, successor organizations, directors, officers, shareholders, partners and employees from and against any and all liabilities from any claims against any or all of them whether or not foreseeable, directly or indirectly resulting from the actions or

omissions of User or parties acting on behalf of User, or arising out of User's or its agents breach of any of its representations, warranties, responsibilities, or agreements contained in this Agreement. User shall, at its own expense, defend Our company against any claim alleging the user's liability for indemnified matters provided that a) User promptly notifies Our company any claim; b) User is entitled to settle or defend any action against Service Provider to which this indemnity relates; and c) Our company reasonably cooperates with Customer to facilitate such defense. Notwithstanding the foregoing, User may not settle any claim or consent to any judgment without first obtaining the written consent of Our company, such consent not to be unreasonably withheld, and Our company may participate in its own defense at its own expense. This Paragraph shall survive the termination of this Agreement.

Under no circumstances will the Our company liable for any lost profits, lost opportunity or any indirect, consequential, incidental, special, punitive, or exemplary damages arising out of any use of or inability to use the website or any portion thereof, regardless of whether we have been apprised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

#### 11. JURISDICTION.

You agree that the Courts of the State of New York, County of Suffolk, shall have exclusive jurisdiction for any dispute with Our company, or in any way relating to your use of the Site, and you consent to the exercise of personal jurisdiction in the courts of the State of New York, County of Suffolk in connection with any such dispute including any claim involving Our company or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and Content providers.

These Terms and Conditions are governed by the laws of the State of New York, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party

To the extent that anything in or associated with the Site or Our company is in conflict or inconsistent with this Contract, this Contract shall govern. Our Companys failure to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

#### 12. EXTERNAL LINKS

External inks may be provided for your convenience, but they are beyond the control of the Website Owner, and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links, you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of the Website Owner. Please contact if you would like to link to this website or would like to request a link to your website

#### 13. LIMITATIONS OF MALICIOUS CONTENT

Malicious content will aggressively be tracked and found. The Our company will prosecute to the fullest extent of the law, any malicious content posted.

#### 14. FINANCES

All fees paid to the Our company are non-refundable. There are no pro-rated refunds at any time or any reason. Should an account be terminated, the user understands and agrees that the fees can be billed for 30 days from the time of termination to give the Our company time to process the canceled subscription/service/listing.

#### 15. <u>USE OF OUR COMPANY DATA</u>

16. Under no circumstance may any data be used or "mined" from the Our company without expressed written permission from the Our company. Any use of the Our company'sDatabase not expressly authorized in this Agreement is strictly prohibited. Without limiting the generality of the foregoing, OUR COMPANYand the Users are expressly prohibited from (a) co-branding or otherwise providing the Product or Service on behalf of any third party, (b) sublicensing or reselling the Our companyDatabase; (c) using or allowing third parties to use the Our companyDatabase for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (d) using the Our companyDatabase in any service or product not specifically authorized in this Agreement or offering it through any third party; or (e) disassembling, decompiling, reverse engineering, modifying or otherwise altering the Our companyDatabase or any part thereof without Our company'sprior written consent, such consent may be withheld at trhe Our company'ssole discretion; or (f) using the Our company's Database for any direct marketing purposes.

#### 17. <u>COMPLETE AGREEMENT.</u>

This Agreement constitutes the entire agreement between you and Our company concerning the use of the Site and its Content.

# American Disability Act Website Accessibility Under Title II of the ADA

Our company and Websites recognize and provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that our websites have accessible features for people with disabilities, using the simple steps described in this document. Our organization also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line during business hours.

Please note that when listed herein as "our company" or "we," "us," or "our." refers to Northern Utah Chiropractic

#### A Few Basic Terms

To understand the basics of website accessibility, you need to know a few terms:

**Webpage** – an Internet-based document, usually in HTML format, that can contain a wide variety of information and multimedia content.

**Website** – a collection of web pages that are hierarchically organized around a homepage.

**Web browser** – a computer program that downloads web pages. It is the program installed on the computer that you use to access web pages on the Internet.

**HTML** – short for "hypertext mark-up language," a common markup language used to present web pages. It tells the web browser how information should be structured and accessed.

**Screen reader** – a computer program that speaks written text. It allows a person to listen to the written text on a webpage or in a computer program. Screen readers read-only text; they cannot describe pictures or other images, even if the images are pictures of text.

**HTML tags** – specific instructions understood by a web browser or screen reader. One type of HTML tag called an "**alt**" **tag** (short for "alternative text"), is used to provide brief text descriptions of images that screen readers can understand and speak. Another

type of HTML tag called a "**longdesc" tag** (short for "long description"), is used to provide long text descriptions that can be spoken by screen readers.

**Refreshable Braille display** – an electronic device that translates standard text into Braille characters and uses devices such as rounded pins on a refreshable display to create Braille text that can be read by touch.

#### **Images With Text Equivalents**

Blind people, those with low vision, and people with other disabilities that affect their ability to read a computer display often use different technologies, so they can access the information displayed on a webpage. Two commonly used technologies are screen readers and refreshable Braille displays. As discussed above, a screen reader is a computer program that speaks the text that appears on the computer display, beginning in the top-left corner. A refreshable Braille display is an electronic device that translates text into Braille characters that can be read by touch. These assistive technologies read text. They cannot translate images into speech or Braille, even if words appear in the images. For example, these technologies cannot interpret a photograph of a stop sign, even if the word "stop" appears in the image.

Because they only read the text, screen readers and refreshable Braille displays cannot interpret photographs, charts, color-coded information, or other graphic elements on a webpage. **Our company** utilizes a line of simple HTML code to provide text for each image and graphic will enable the user with a vision disability to understand what it is.

**Our company** utilizes the words in the tag can be more than a description. It often provides a text equivalent of the image. In other words, the tag often includes the same meaningful information that other users obtain by looking at the image. In some circumstances, longer and more detailed text is necessary to convey the same meaningful information that other visitors to the website can see.

#### **Specifying Colors and Font Sizes**

Although webpage designers often have aesthetic preferences and may want everyone to see their web pages in precisely the same color, size, and layout. But because of their disability, many people with low vision do not see web pages the same as other people. Some see only small portions of a computer display at one time, and others cannot see text or images that are too small or with certain colors. For these reasons, many people with low vision use specific color and font settings when they access the Internet – settings that are often very different from those most people use. For example, many people with low vision need to use high contrast settings, such as bold white or yellow letters on a black background. Others require just the opposite – bold black text on a white or yellow background. And, many must use softer, more subtle color combinations.

**Our company** enables the user to manipulate color and font settings in their web browsers and operating systems to make pages readable. Some web pages, however, are designed so that changing the color and font settings is impossible.

**Our company** utilizes websites that are designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision can specify the text and background colors as well as the font sizes needed to see webpage content.

#### Videos and Other Multimedia Lack Accessible Features

Due to increasing bandwidth and connection speeds, videos and other multimedia are becoming more common on the websites. These and other types of multimedia can present two distinct problems for people with different disabilities. People who are deaf or hard of hearing can generally see the information displayed on Web pages. But a deaf person or someone who is hard of hearing may not be able to hear the audio track of a video. On the other hand, persons who are blind or have low vision are frequently unable to see the video images but can hear the audio track.

**Our company** utilizes multimedia options to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos available to people who are blind or have low vision. **Our company** provides text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

#### **Our company's Website Functionality:**

- include a "skip navigation" link at the top of web pages that allows people who use screen readers to ignore navigation links and skip directly to webpage content;
- minimize blinking, flashing, or other distracting features;
- if they must be included, ensure that moving, blinking, or auto-updating objects or pages may be paused or stopped;
- design online forms to include descriptive HTML tags that provide persons with disabilities the information they need to complete and submit the forms;
- include visual notification and transcripts if sounds automatically play;
- provide a second, static copy of pages that are auto-refreshing or that require a timed-response;

 use titles, context, and other heading structures to help users navigate complex pages or elements (such as web pages that use frames).

We may modify or amend this ADA Notice from time to time at our discretion. It is your responsibility to review this page as often you deem necessary to see updates, and you acknowledge by using our service that you accept that responsibility to regularly check for changes. We encourage you to periodically review this ADA Notice to be informed.

## **Cookie Policy**

Our Website uses cookies to improve the user experience and ensure that it is functioning effectively. By using or accessing our Website, you are consenting to allow us to use of Cookies as outlined below.

This Cookie Notice is part of our Privacy Statement. For more information about us, and how we protect visitor information, please see our Privacy Statement.

To provide you with more personalized and responsive service, we need to remember and store information about how you use this Website. This is done using small text files called cookies. Cookies contain small amounts of data and are downloaded to your computer or another device by a server for this Website. Your web browser then sends these cookies back to this Website on each subsequent visit so that it can recognize you and remember things like your user preferences. You can find more detailed information about cookies and how they work at http://www.aboutcookies.org/.

This Cookie policy helps to explain the occasions when and why cookies may be sent to visitors to the Site (referred to in this policy as "we," "us" or "our"). "Cookies" are text-only pieces of information that a website transfers to an individual's hard drive or other website-browsing equipment for record-keeping purposes. Cookies allow the Site to remember important information that will make your use of the site more convenient. A cookie will typically contain the name of the domain from which the cookie has come, the "lifetime" of the cookie, and a randomly generated unique number or other value. Certain cookies will be used on the Site regardless of whether you are logged in to your account or not. Session Cookies are temporary cookies that remain in the cookie file of your browser until you leave the Site.

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We use cookies to limit certain types of cyber attacks.

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Some of the cookies we use are necessary to enable you to move around the Website and use its features such as accessing secure areas that may contain content for registered users. We also use functional cookies to record information about the choices you have made and to allow us to tailor the site to our users; for example, to remember your language or region or that you have already completed a survey. This information is usually anonymized and is not used for any other purpose.

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Please contact us if you would like more detailed information on the cookies we use.

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Most browsers will allow you to see what cookies you have and delete them on an individual basis or block cookies from particular or all websites. Be aware that any preference you have set will be lost if you remove all cookies, including your choice to opt-out from cookies as this itself, requires an opt-out cookie to have been set. For more information on how to modify your browser settings to block or filter cookies, see http://www.aboutcookies.org/ or http://www.cookiecentral.com/faq/.

## Managing Analytics Cookies

Use the options in your web browser if you do not wish to receive a cookie or if you wish to set your browser to notify you when you receive a cookie. You can easily delete and manage any cookies that have been installed in the cookie folder of your browser by following the instructions provided by your particular browser manufacturer.

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Safari (Desktop)
- Safari (Mobile)
- Android Browser
- <u>Opera</u>
- **Opera Mobile**

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We sometimes use external web services on this Website to display content within the web pages of this Website, for example, to display images, show videos or run polls. As with the social buttons, we cannot prevent these sites, or external domains, from collecting information on your use of this embedded content.

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