

# Optum Flex Platform User Policy

Last Updated: April 27, 2015

## Summary

The official policy will always be the policy to follow for Optum users, however please always keep the following in mind:

- The Flex Platform is Optum property along with all original content and communication within it.
- Optum has access to view all content and communications on the Platform including any posts to public forums (i.e. "The Wall").
- The Flex Platform has been created for business use; users are subjected to all of the Optum polices as defined in the Team Member Manual.
- Use of the Flex platform is encouraged; however please use good sense and manners.  
Please **DO NOT**:
  - Harass any one (harassment of any kind)
  - Divulge Client or Optum sensitive information
  - Solicit; try to sell anything to anyone
  - Engage in rumors or speculation
  - Post anything unprofessional or mean (no dirty jokes, expletives, crass remarks, etc.)

## Please remember:

Ultimately, anything posted on the public forum can be viewed by anyone. You are solely responsible for your conduct, and your content shared and posted on the Flex Platform. Please continue to conduct yourself with P.R.I.D.E and by following the practices and policies set in place by Optum.

## Full Optum Flex User Policy

The Flex Platform is designed to give the Participant the opportunity to login to track their workouts on a website; gain additional health information, as well as communicate with other team members in regards to their overall well-being. You are solely responsible for your conduct, and your content shared and posted on the Flex Platform. Remember, as team members of Optum, we are subject to a strict Data Privacy Policy, Social Networking Policy, and other Optum Policies that collectively govern our conduct both on and off of the Flex Platform. These policies also articulate the care with which we must handle information surrounding our clients, their employees, our fitness center and program members and our fellow Optum team members. We, Optum, want to keep the Flex Platform safe and fun for everyone. The use of the Flex Platform for unlawful or harmful activities is not allowed. In defining "safe and fun," you specifically agree that:

### **You will not post or make available any content to Users or use the Flex Platform:**

- in a manner that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- to engage in spamming, "chain letters," "pyramid schemes", advertisement of illegal or controlled products or services, or other advertising or marketing activities that violate our soliciting policy
- in a manner that constitutes or contains any form of advertising or solicitation
- in a manner that is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities
- in a manner that is unprofessional, offensive or slanderous, or in a way that is otherwise threatening to Optum and/or that is abusive, violent, harassing, malicious or harmful to any other person or entity, or invasive of another's privacy;

- in a manner that is hateful or discriminatory based on race, color, national origin, religion, gender, age, disability, citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation, gender identity, or any other characteristic protected by applicable federal, state, or local law or is otherwise objectionable, as reasonably determined by Optum;
- to impersonate a Optum team member, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity,
- to interfere or attempt to interfere with the proper working of the Flex Platform or prevent others from using the Flex Platform, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Flex Platform, or that otherwise negatively affects other persons' ability to use the Flex Platform;
- to use any manual or automated means, including agents, robots, scripts, or spiders, to access or manage any user's account or to monitor or copy the Flex Platform or the content contained therein;
- to facilitate the unlawful distribution of copyrighted content;
- in a manner that includes personal or identifying information about another person without that person's explicit consent;

**Additionally, you agree not to:**

- "Stalk" or otherwise harass anyone;
- Collect, use or disclose data, including personal information, about other Users without their consent or for unlawful purposes or in violation of applicable law or regulations;
- Post any content that Optum reasonably determines constitutes pornography, contains nudity, or is adult in nature.
- Post any content containing child pornography. Optum absolutely does not tolerate this and will report any suspected instances of child pornography to law enforcement, including the National Center for Missing and Exploited Children;
- Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Flex Platform
- Post irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on Optum's infrastructure;
- Attempt to gain unauthorized access to Optum's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Flex Platform;
- Develop, invoke, or utilize any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of the Flex Platform.

**Penalties for Violation**

If there is an alleged violation of policy, a report will be submitted claiming the offense. The alleged violation will then be investigated. During the process of investigation, any information hosted within the Flex Platform that is involved with the alleged violation can/and will be expeditiously removed, or access to the material will be disabled.

In addition, violations could also result disciplinary action up to and including termination and could lead to criminal and civil prosecution. The Information Technology department is authorized to cooperate with Optum, Optum clients as well as civil authorities in the prosecution of any criminal and civil matter against any person who violates this policy, including disclosure of any records, information, data, images, communications, recordings, or other evidence in the custody of, or accessible by, the Company.

**The Investigation**

Any reported allegations of harassment, discrimination, retaliation or any posted inappropriate content will be expeditiously removed, or disable access to, the material from the Flex Platform. Reports will initiate an impartial, thorough investigation will occur. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have

observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

### **Responsive Action**

Misconduct constituting harassment, discrimination, retaliation or any posted inappropriate content will be dealt with promptly and appropriately. Responsive action may include, for example, suspension from the Flex Platform, termination from the Flex Platform (repeat offenders), training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination, as Optum believes appropriate under the circumstances. Optum has the right (at its sole discretion) for any reason to delete, disable or deactivate your account, or otherwise terminate your access to or use of the Flex Platform with or without notice, and with no liability of any kind to you.

If a team member making a complaint does not agree with its resolution, the team member may raise his/her concerns with Optum's Leadership Team. Individuals who have questions or concerns about these policies should talk with a member of the Human Resources Department.

### **Termination of Account**

Violations of the policy can result in termination of a Flex account. Optum will consider a user a repeat infringer if it has received more than two notices of alleged reports concerning content posted by that User on the Flex Platform. Optum, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single violation of policy behavior by that User.

### **Reporting of a Violation of the Policy**

In the event you feel as though your rights have been violated please click the "report" link, submit a report by mail, or email a report by contacting the designated violation agent listed below. To submit a report an alleged policy violation we will need all 5 parts:

1. Your full name and Flex username
2. Your Optum email address
3. Full name and Flex username of the person you would like to report
4. Description of how and where to find content
5. Description as to why this is offensive

### **Designated Violation Agent**

Optum's Violation Agent to receive notifications of claimed policy violations can be reached as follows:

Attention: Flex Platform Violation Agent  
© 2015 Optum, Inc.  
77 Water Street  
Suite 1501  
New York, NY 10005  
Email: [flexviolation@plusone.com](mailto:flexviolation@plusone.com)

Optum reserves the right to modify this policy at any time, with or without notice. The revised version will be effective at the time we post it. Please check this agreement and any associated guidelines periodically for changes. Your continued use of the Flex Platform after posting of the changes constitutes your binding acceptance of such changes.