

# Touchstone Pathway

## Terms of Service

Welcome to Touchstone Pathway, Inc. These Terms of Service govern your use of the Touchstone Pathway website and its application and services.

By using this website ([www.touchstonepathway.com](http://www.touchstonepathway.com)) or application/services (<https://app.touchstonepathway.com>), you accept these terms and conditions in full and without reservation. Please read them carefully. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website or application/services.

You must be at least 18 [eighteen] years of age to use this website or application/services. By using this website or the application/services and by agreeing to these Terms of Service, you warrant and represent that you are at least 18 years of age.

If you require any more information or have any questions about our Terms of Service, please feel free to contact us by email at [Contact Us](#).

### License to use website or application/services

Unless otherwise stated, Touchstone Pathway, Inc., Touchstone Pathway, [www.touchstonepathway.com](http://www.touchstonepathway.com) or <https://app.touchstonepathway.com> and/or its licensors all refer to the same company, which owns the intellectual property rights published on this website and its application/services and the materials used on [www.touchstonepathway.com](http://www.touchstonepathway.com) or <https://app.touchstonepathway.com>.

Subject to the license below, all these intellectual property rights are reserved.

Subject to your compliance with these Terms of Service and your payment of any applicable fees, Touchstone Pathway or its content providers grant you a limited, non-exclusive, non-transferable, not to be sub-licensed license to access and make use of the Touchstone Pathway application/services.

You may view, use the application/services for its intended purposes, and download for caching purposes only, and print pages, files or other content from the website or the application/services for your own personal and business use, subject to the restrictions set out below and elsewhere in these terms and conditions.

A feature of the Touchstone Pathway application/service is the ability to create new and/or edit existing surveys. You may also choose to share new and/or edited surveys with other licensed users of the application/services. You control whether or not you choose to share these new or edited surveys.

Touchstone Pathways retains the right to add or edit its own published surveys based on the usage patterns of its customers.

You must not:

- republish material from this website or the application/services in neither print nor digital media or documents (including republication on another website) except as expressly permitted;
- sell, rent or sub-license material from the website or the application/services;
- reproduce, duplicate, copy, reverse engineer or otherwise exploit material on this website or the application/services for a non-licensed, commercial purpose;
- redistribute material from this website or the application/services – except for content specifically and expressly made available for redistribution; or
- republish or reproduce any part of this website or the application/services through the use of iframes or screen scrapers.

Where content is specifically made available for redistribution, such as articles meant for redistribution, it may only be redistributed within your organization or to your clients and/or prospects.

## **Copyright**

All content included in or made available through the website or application/services, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Touchstone Pathway or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through the website or application/services is the exclusive property of Touchstone Pathway and protected by U.S. and international copyright laws.

## **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of [www.touchstonepathway.com](http://www.touchstonepathway.com) or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website or the application/services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any

spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to this website or the application/services without Touchstone Pathway, Inc.'s express written consent. This includes scraping, data mining, data extraction, data harvesting, 'framing' (iframes), or Article 'Spinning'.

You must not use this website or the application/services or any part of it to transmit or send unsolicited commercial communications.

You must not use this website or the application/services for any purposes related to marketing without the express written consent of Touchstone Pathway, Inc.

You may not misuse the Touchstone Pathway website or application/services. You may use the application/services only as permitted by law. The licenses granted by Touchstone Pathway terminate if you do not comply with these Terms of Service.

## **Restricted access**

Access to certain areas of this website is restricted. Touchstone Pathway, Inc. reserves the right to restrict access to certain areas of this website, or at our discretion, this entire website. Touchstone Pathway may change or modify these Terms of Service without notice.

If [www.touchstonepathway.com](http://www.touchstonepathway.com) provides you with access via a cookie or user ID and password to enable you to access restricted areas of this website or the application/services or other content or services, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security.

[www.touchstonepathway.com](http://www.touchstonepathway.com) may disable your user ID and password at [www.touchstonepathway.com](http://www.touchstonepathway.com)'s sole discretion without notice or explanation.

## **User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website or application/services, for whatever purpose.

Subject to the restrictions set forth in our Privacy Notice and for your and your client's use and benefit, you grant to [www.touchstonepathway.com](http://www.touchstonepathway.com) a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to [www.touchstonepathway.com](http://www.touchstonepathway.com) the right to sub-license these rights, and the right to bring

an action for infringement of these rights. You may delete your user content at any time. This does not mean we will publish your or your client's private data to the public. Of course we will not. It means we will use the data to provide the services as indicated.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or [www.touchstonepathway.com](http://www.touchstonepathway.com) or a third party (in each case under any applicable law).

You must not submit any user content to the website or application/services that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

[www.touchstonepathway.com](http://www.touchstonepathway.com) reserves the right to edit or remove any material submitted to this website or application/services, or stored on the servers of [www.touchstonepathway.com](http://www.touchstonepathway.com), or hosted or published upon this website or application/services. [www.touchstonepathway.com](http://www.touchstonepathway.com) does not undertake to monitor the submission of such content to, or the publication of such content on, this website or application/services.

## **Use of Third Party Services**

When you use the website or application/services, you may also be using the services of one or more third parties, such as Internet Access providers. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

## **No Reverse Engineering**

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Touchstone Pathway website or application/services, whether in whole or in part, or create any derivative works from or of the application/services.

## **NO WARRANTIES**

THIS WEBSITE OR THE APPLICATION/SERVICES IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. [WWW.TOUCHSTONEPATHWAY.COM](http://WWW.TOUCHSTONEPATHWAY.COM) MAKES NO REPRESENTATIONS OR WARRANTIES IN RELATION TO THIS WEBSITE OR THE INFORMATION AND MATERIALS PROVIDED ON THIS WEBSITE. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING PARAGRAPH, [WWW.TOUCHSTONEPATHWAY.COM](http://WWW.TOUCHSTONEPATHWAY.COM) DOES NOT WARRANT THAT:

- THIS WEBSITE OR THE APPLICATION/SERVICES WILL BE CONSTANTLY AVAILABLE, OR AVAILABLE AT ALL; OR

- THE INFORMATION ON THIS WEBSITE OR THE APPLICATION/SERVICES IS COMPLETE, TRUE, ACCURATE OR NON-MISLEADING.

NOTHING ON THIS WEBSITE OR THE APPLICATION/SERVICES CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

## **Limitations of liability**

www.touchstonepathway.com will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website or the application/services:

- to the extent that the website or the application/services is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if www.touchstonepathway.com has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website or the application/services disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website or the application/services disclaimer will exclude or limit the liability of Touchstone Pathway, Inc. in respect of any:

- death or personal injury caused by the negligence of www.touchstonepathway.com or its agents, employees or shareholders/owners;
- fraud or fraudulent misrepresentation on the part of www.touchstonepathway.com; or
- matter which it would be illegal or unlawful for www.touchstonepathway.com to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **Reasonableness**

By using this website or the application/services, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website or application/services.

## **Other parties**

You accept that, as a limited liability entity, [www.touchstonepathway.com](http://www.touchstonepathway.com) has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against [www.touchstonepathway.com](http://www.touchstonepathway.com)'s officers or employees in respect of any losses you suffer in connection with the website or its application/services.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect [www.touchstonepathway.com](http://www.touchstonepathway.com)'s officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as [www.touchstonepathway.com](http://www.touchstonepathway.com).

## **Unenforceable provisions**

If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this disclaimer.

## **Indemnity**

You hereby indemnify [www.touchstonepathway.com](http://www.touchstonepathway.com) and undertake to keep [www.touchstonepathway.com](http://www.touchstonepathway.com) indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by [www.touchstonepathway.com](http://www.touchstonepathway.com) to a third party in settlement of a claim or dispute on the advice of [www.touchstonepathway.com](http://www.touchstonepathway.com)'s legal advisers) incurred or suffered by [www.touchstonepathway.com](http://www.touchstonepathway.com) arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## **Breaches of these terms and conditions**

Without prejudice to Touchstone Pathway, Inc.'s other rights under these terms and conditions, if you breach these terms and conditions in any way, Touchstone Pathway, Inc. may take such action as Touchstone Pathway, Inc. deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website or its application/services, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

[www.touchstonepathway.com](http://www.touchstonepathway.com) may revise these terms and conditions from time-to-time with or without notice. Revised terms and conditions will apply to the use of this website

or its application/services from the date of the publication of the revised terms and conditions on this website. Please check our Terms of Service regularly to ensure you are familiar with the most current version.

## **Assignment**

www.touchstonepathway.com may transfer, sub-contract or otherwise deal with www.touchstonepathway.com's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Entire agreement**

These terms and conditions, together with www.touchstonepathway.com's Privacy Policy constitute the entire agreement between you and www.touchstonepathway.com in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of Tennessee, USA, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Tennessee, USA.

## **About these Terms of Service**

We created these website terms and conditions using the TOS/T&C generator available from [Privacy Policy Online](#).

## **www.touchstonepathway.com's details**

[www.touchstonepathway.com](http://www.touchstonepathway.com), Touchstone Pathway, Inc., or Touchstone Pathway all refer to the same company and are used interchangeably in this document. The application/services refers to services used upon agreement and are located at <https://app.touchstonepathway.com>.

Our physical address is:

7003 Chadwick Drive, Suite 350, Brentwood, TN 37027

You can contact us by mail or email us at [info@touchstonepathway.com](mailto:info@touchstonepathway.com).