

myDahlia Terms of Use and Privacy Policy (“Agreement”)

The Mental Health Center of Denver's (“MHCD”) Dahlia Campus for Health and Wellbeing (“Dahlia Campus,”) (collectively, “we,” “us,” “our”) operates a rewards program (“myDahlia”) that allows registered community members (“you,” “User”) to use myDahlia to receive rewards for attending certain public events, classes or programs hosted by MHCD at the Dahlia Campus.

Please read this Agreement carefully as it contains the legal terms and conditions that apply to your use of myDahlia. This Agreement also describes how we may collect, use and disclose your information to give you rewards and operate the myDahlia rewards program. If you choose to use myDahlia, we will ask you to check a box when you register indicating you have read and agree to be bound by this Agreement. Your registration and use of myDahlia is completely voluntary and at your discretion. If you do not wish to earn rewards through myDahlia but still want to participate in events at the Dahlia Campus, please do not register for myDahlia.

myDahlia is intended to track your participation, to customize and enhance your experience at the Dahlia Campus, to assign and redeem rewards for your participation, and to communicate with you about myDahlia and related events. Please note, myDahlia is not intended to serve as a vehicle for providing mental or health services or advice. Events at the Dahlia Campus may be led by community partners, community members, volunteers and certain staff at the Dahlia Campus (“Staff”). Consult with your mental health provider or physician regarding your specific diagnosis, treatment or other mental or physical health-related questions.

About the Dahlia Campus for Health and Well-Being

The Dahlia Campus provides a place for community members to connect with their neighbors, learn new skills and find supports they need to increase their health and well-being. The Dahlia Campus is the result of a strong partnership between MHCD and the Northeast Park Hill community, understanding that those in the community are the ones who know best how to improve their health and well-being. The Dahlia Campus serves as a voice for Northeast Park Hill residents to share their ideas about well-being, health, education, food access, and access to care. Building on the strengths of the community and informed by natural community leaders, the Dahlia Campus offers a comprehensive array of services focused on what neighbors report they need. For more information about the Dahlia Campus, visit <https://mhcd.org/dahlia-campus-for-health-well-being/>.

Please note that as part of MHCD, the Dahlia Campus also provides professional mental health and other health care services (“MHCD Services”) to individuals and families. MHCD services are distinctly separate from the myDahlia program. The myDahlia program is intended for the general public and governed by this Agreement. MHCD Services do not qualify for rewards through myDahlia because MHCD Services are separately governed by applicable law and our Notice of Privacy Practices, found at <https://mhcd.org/privacy-policy/>.

About myDahlia

Eligibility

Children under the age of 14 are not allowed to participate in myDahlia or become Users, and we do not intend to collect any information from children under the age of 14. By using myDahlia, you represent that you are not under the age of 14. Any information we receive from Users we believe to be under the age of 14 will be deleted from our database. If you are between the ages of 14 and 17, you may use myDahlia only with the permission of your parent or legal guardian.

If you receive MHCD Services and choose to register for myDahlia, any information you submit or information which is generated through your participation will be maintained in a database separate from any information associated with or generated through your receipt of MHCD Services. This also means that your MHCD licensed health care professionals will not discuss your care or the MHCD Services you receive with the myDahlia Staff. If you have any questions or concerns about your care, please contact your MHCD licensed health care professional.

Events

We have partnered with a third-party vendor, Eber Pte Ltd. (“Eber”), to administer the myDahlia rewards program on our behalf. If you have questions about whether an event, class or program qualifies for myDahlia rewards, please do not hesitate to contact us at mydahliacardsupport@mhcd.org. Whether or not a particular event is eligible for myDahlia rewards is in MHCD’s sole discretion.

Registration

This Agreement applies to your use of myDahlia regardless of how you connect to it. You may register and connect with myDahlia through various means such as: accessing myDahlia through your web browser on a personal cell phone, computer or device; checking in to an event using a kiosk or a Staff's tablet, laptop or other device; or by checking in to an event using a registered myDahlia card containing a QR code. If you choose to do so, you may also save a link to the myDahlia mobile web app on your mobile device. To use the web app, you must follow the link provided to you in your welcome SMS message. If you no longer wish to earn rewards through myDahlia but still want to participate in related events, please contact us at mydahliacardsupport@mhcd.org to be removed from the program.

Rewards

Based upon your participation in certain public events, classes or programs hosted by MHCD at the Dahlia Campus, you may be eligible for obtaining rewards. Rewards will be given out based upon availability and myDahlia's reward rules. In order to redeem a reward, you must come in person to the Dahlia Campus front desk. A Staff member will assist you in using the myDahlia kiosk to verify you have met the criteria for earning a reward and present you with an available reward. Once a reward is claimed, your point total will decrease by the amount of points associated with your reward. If you attempt to claim a reward without Staff member verification, you will not be able to claim your reward and your point total will decrease by the amount of points associated with the reward. Rewards are subject to availability and MHCD reserves the right to change details of the reward program at any time.

Terminating Your Account

You may terminate your account at any time by emailing mydahliacardsupport@mhcd.org or making an in-person request at the Dahlia campus front desk.

Acceptance of Terms

As soon as you accept the terms of this Agreement and complete the registration process, you will become a myDahlia User. This Agreement shall remain in full force and effect while you are a User and at any time that you use myDahlia. You agree that you will not upload or transmit any communications or content of any type that infringe upon or violate any rights of any party. You agree that any of the following actions will be a material breach of this Agreement:

- Signing onto myDahlia as, or pretending to be, another person
- Using myDahlia for any purpose in violation of local, state, national (federal), or international laws
- Uploading or transmitting material through or using myDahlia that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Staff) or MHCD, including the Dahlia Campus, as determined by us
- Using myDahlia in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the User or others
- Using myDahlia to collect information about others
- Using myDahlia to intentionally distribute viruses or other harmful computer code(s)

We reserve the right, in our sole discretion, to terminate, suspend or restrict your access and/or participation in myDahlia or deny you offers, incentives or rewards that become available through myDahlia as a result of any act or omission that constitutes a violation of this Agreement.

Privacy of Your Information

When you participate in myDahlia, we may collect certain personal information (like your name and email address) and certain non-personal information (including technical and aggregated information) about you. You may choose not to provide us with certain information, however this may prevent you from using the full scope of services and functionalities offered through myDahlia.

Information We Collect

When you sign up and participate in myDahlia, we may collect the following types of information from you:

- Name
- E-mail address
- Phone number
- Date of birth
- Zip code
- Rewards card number and QR code
- The location, name and type of events you attend and/or check in to
- Your picture, if you choose to upload a photo to your myDahlia account
- Other pieces of information you choose to provide us with

Technologies We Use

Depending on your participation level in myDahlia, we may use certain technologies (with the help of our administrator, Eber) to collect information in order to provide you with services and rewards through myDahlia:

- **Cookies:** A cookie is a piece of information that the computer or device hosting myDahlia gives to your browser when you access it. Cookies help provide additional functionality to myDahlia and help us analyze your usage more accurately. Most browsers are initially set up to accept cookies; however, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. If you disable your cookies setting or refuse to accept a cookie, some parts of myDahlia may not function properly. myDahlia cannot control the use of cookies by third-parties.
- **Beacons:** A web beacon is an electronic image placed in the code of a web page. We use web beacons to monitor the traffic patterns of Users from one page to another and to improve myDahlia performance.
- **IP Addresses:** An IP address is a number that is automatically assigned to your device by your Internet provider whenever you are surfing the web. We collect IP addresses for the purposes of system administration, to provide aggregate data about the volume of use of, and number of Users on, myDahlia and to audit usage. We may use your IP address to help diagnose problems with our server, to administer myDahlia and to improve the program. We may also use your IP address to gather broad demographic information, or to determine which domain you are coming from to more accurately gauge our Users' demographics.
- **URLs:** URLs are Uniform Resource Locators or addresses of websites on the World Wide Web. Like IP addresses, we use URLs to analyze trends, administer myDahlia, track Users' activity, and gather demographic information.
- **Location Information:** If you use the myDahlia app or check into an event, we may collect location information (such as your zip code, city, state, or latitude/longitude coordinates) provided by your Internet service provider or mobile device, in order to verify you attended an event or to communicate with your device and identify its location. For example, we may use Bluetooth beacons and Wi-Fi technologies that may communicate with your device and identify its location (if your device is Bluetooth and/or Wi-Fi enabled and you have these radio(s) on). We may use the location information gathered to send you messages via your mobile device based on your location. We may also generate reports to determine User participation. We may also use this information to send you news about myDahlia.
- **Email:** When you use myDahlia and provide us with your email address, you agree to receive our email newsletters and other communications via email. You may opt-out of such newsletters and communications by following the instructions at the bottom of the email.
- **Mobile Devices:** If you use the myDahlia app or check into an event, we may collect certain information regarding the operating system of your mobile device, and certain information you voluntarily provide us through your mobile device and the app. When you use myDahlia and provide us with your mobile number, you agree to receive text message communications via automated technologies regarding myDahlia and related events. However, you may choose to opt-out of receiving automated text messages by emailing your request to mydahliasupport@mhcd.org. Please note that if you respond to an automated text messages from myDahlia, we do not have the capability to respond. Instead, please contact us via email at mydahliacardsupport@mhcd.org. You agree that you are the primary owner of the phone number used to register for myDahlia. Message and data rates may apply. Consent not required for purchase. To prevent myDahlia from sending you mobile notifications, please adjust the settings on your cellular phone.
- **Social Media:** We may integrate certain parts of myDahlia with social networking platforms such as Facebook, Instagram and Twitter, which allow you to post to our community forms. By directly integrating these platforms, we make your online experiences richer and more personalized. To take advantage of this feature, we will ask you to log into or grant us permission via the relevant social networking platform. When you do so, we will collect relevant information necessary to enable myDahlia to access that social networking platform and your information contained within it. As part of such integration, the social networking platform will provide us with access to certain information that you have provided to it, and we will use, store and disclose such information in accordance with this Agreement. However, please remember that the manner in which social networking platforms use, store and disclose your

information is governed by the policies of such third parties, and myDahlia shall have no liability or responsibility for the privacy practices or other actions of any social networking platforms that you enable within myDahlia. You may also have the option of posting your myDahlia activities to social networking platforms when you access content through myDahlia (for example, you may post to Facebook that you performed an activity); you acknowledge that if you choose to Use this feature, your friends, followers and subscribers on any social networking platforms you have enabled will be able to view such activity.

- **Business Partners:** We work with other third parties (including contractors, consultants, vendors, service providers and business partners) who have technologies to support myDahlia, such as Eber. These third-party business partners may have access to the information you submit to us, but only for the purpose of performing their contracted services with myDahlia.

How We May Use Your Information

We may use your information to:

- Provide you with myDahlia programs and features, including allowing you to track and redeem rewards
- Verify your identity
- Communicate with you about myDahlia and related events
- Audit and analyze myDahlia
- Improve and manage myDahlia
- Prevent and investigate fraud and potential misuse of myDahlia
- Ensure the technical functionality and security of myDahlia
- Protect our rights and/or our property
- Send you text and email communications related to myDahlia and related events
- Provide you with customer service and respond to your questions
- Fulfill our legal requirements or respond to an emergency
- Allow Staff to teach, lead, customize and coordinate events
- Analyze myDahlia data in order to better improve Dahlia Campus programming
- Analyze myDahlia data in order to better understand community impact of the Dahlia Campus programming

Security

myDahlia and Eber take your security seriously, and we will always make reasonable efforts to ensure the security of our systems and your information. As our vendor, Eber is required by applicable law and through its contract with us to ensure your information remains confidential.

myDahlia may offer functionality in its app where you may store your log-in credentials on your mobile device, so you can be automatically logged in each time you access myDahlia. If someone else obtains your mobile device (e.g., theft), the automatic log-in feature will enable that person to have access to your account. Therefore, in the event your mobile device is lost or stolen, it is your responsibility to contact your mobile device provider immediately to prevent the unauthorized use of myDahlia.

Passwords

If you are a User, you should not share your unique account URL or password with anyone. You are responsible for protecting your User credentials, including your URL, username and password for myDahlia. If you suspect any suspicious activity involving your User account, please contact us at mydahliacardsupport@mhcd.org immediately. Please be aware that data transmission over the Internet is not always secure so we cannot always guarantee that information is secure. Because security is important to us, we will always make reasonable efforts to ensure the security of our systems and your information.

Availability of myDahlia

myDahlia and Eber use reasonable efforts to make myDahlia available 24 hours a day, seven days a week (24/7). There will, however, be times when access to myDahlia is interrupted for maintenance, upgrades, or emergency repairs or for reasons that are beyond our control, including the failure of telecommunications lines, communication links, and computer or telecommunication equipment. Although we will make reasonable efforts to minimize these issues if it is within our reasonable control to do so, you

agree that myDahlia will not in any way be liable or responsible to you for any interruptions, modification, suspension, or disruption of your access to or use of myDahlia.

Links

myDahlia or third parties may provide links to other websites or resources on the Internet through myDahlia. MHCD has no control over such websites or resources. As such, you agree that we are not responsible for the availability of other external websites or resources and are not responsible for any content, advertising, products, or materials on or available from such websites or resources. You access the other linked websites and resources at your own risk.

DISCLAIMERS AND LIMITATION OF LIABILITY

myDahlia is provided by MHCD on an “as is” and “as available” basis. MHCD makes no representations or warranties of any kind, express or implied. To the fullest extent permitted by law, MHCD expressly disclaims all warranties, express implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement. Your use of myDahlia is at your sole risk. MHCD is not responsible for any errors, omissions or incorrect information posted on myDahlia or results of your use of the information in terms of correctness, accuracy, reliability or otherwise.

Indemnification

You understand and agree that you are personally responsible for your behavior or the behavior of any person using your account in connection with myDahlia. You agree to indemnify, defend, and hold MHCD and its officers, stakeholders, directors, employees, affiliates, agents, contractors, representatives, successors and assigns harmless from any loss, liability, claims, demands, damages or costs (including, but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, made by any third party, due to or arising out of: (i) your use or misuse of myDahlia by you or any other person using your account, including without limitation, any false or fraudulent transaction; (ii) any violation or breach of this Agreement; or (iii) any violation of any of the rights of any other third party.

Revisions

We may revise the information on myDahlia (including this Agreement) or otherwise change or update myDahlia without notice to you. We may also make improvements or changes in the products, services, and functionality described in myDahlia or add new features at any time without notice to you. We encourage you to read this Agreement periodically to see if there have been any changes to our policies that may affect you. Your continued use of myDahlia will signify your continued acceptance of this Agreement as it may be revised.

Copyrights and Trademarks

All content and materials on myDahlia, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software is the property of MHCD and/or its third-party licensors and is protected by United States and international copyright laws. All trademarks, trade dress, service marks, and trade names are proprietary to MHCD. The content and materials are intended for your personal, noncommercial use. You may make one copy of the materials displayed on MHCD for your personal, noncommercial use only. No right, title or interest in any content or materials is transferred to you as a result of any such copying. You may not reproduce, republish, upload, post, transmit, modify, create derivative works from, sell or distribute in any way the content and materials on myDahlia.

Governing Law

The laws of the State of Colorado will govern this Agreement, without giving effect to any principles of conflicts of laws. To the extent the parties are permitted under this Agreement to initiate litigation in a court, you agree that any action arising out of this Agreement or your use of myDahlia shall be brought in state or federal court in Denver, Colorado, and you consent to the jurisdiction of such courts.

Contact Us

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