

# Terms of Use

## AGREEMENT AND POLICIES

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE.**

We welcome your access and use of this website and its forums and contents. As consideration for access to and use of this website, you understand and agree to abide by the following:

- 1) KLAS General Terms of Use
- 2) Promotional Use of KLAS Data Policy, and
- 3) KLAS Privacy Policy.

If you do not agree to all of these terms and conditions, please do not access or otherwise use the KLAS website or any of its contents or services. These Terms of Use and policies may be revised periodically, and we advise you to check [here](#) from time to time for any changes. Your continued use of the website shall be deemed your consent to such changes.

## Terms of Use Agreement

This Agreement is a legal agreement between you, as a “User”, and KLAS Enterprises LLC (“KLAS”). KLAS makes certain information available on the KLAS website (the “Website”), subject to the following terms and conditions. Any rights not expressly granted herein are reserved by KLAS.

Introduction:

- A. KLAS collects, summarizes and distributes via its Website the vendor performance database (“Database”) and reports (“Reports”), information and research related to software, services, and equipment in the field of healthcare. Such Reports and the Database are compilations of data and opinions gathered from interviews with appropriate individuals at healthcare provider organizations.
- B. User desires to gain access to the Website and information that is available.

AGREEMENTS: In consideration of the above and the mutual promises set out in this Agreement, KLAS and User agree as follows:

1. **ACCESS TO WEBSITE AND MATERIALS.** Healthcare providers and employees of provider organization are often provided access to the Website, including Reports, Database, blogs, presentations, snapshots, and forums, hereinafter referred to as Materials (“Materials”) at no cost or significantly discounted cost, depending on their level of access.

Non-healthcare providers (vendors, consultants, investment bankers, and all others, including individual healthcare providers employed by non-healthcare providers) are obligated to pay KLAS for access to the Materials provided through the Website or for use of its contents.

Depending on User healthcare vs. non-healthcare provider status and payment plan, User may have access to the Website and Materials made available by KLAS. User acknowledges and agrees that the Website and Materials that are made available through the Website may change from time to time, at

KLAS' sole discretion. KLAS does not make any commitment to User that it will maintain particular features or Materials. User also agrees to comply with KLAS' Use of Data Policy and Privacy Policy, which are hereby made a part of this Agreement.

2. **USE OF CONTENT.** User use of content made available on the KLAS Website is governed by the Promotional Use of KLAS Data Policy set forth below ("Use of Data Policy"). User understands and agrees all content posted by other users on the Website is the sole responsibility of the individual who originally posted the content. KLAS does not necessarily approve of and is not responsible for and disclaims any and all liability that may arise from content posted by Users. If User believes any content posted by others is infringing or otherwise objectionable, please notify us at [DataUse@KLASresearch.com](mailto:DataUse@KLASresearch.com). KLAS has the right in its sole discretion to edit, alter, or remove any content submitted by User to public areas of the Website.
3. **USE OF SOFTWARE.** The Software and accompanying files and documentation available on this Website are the copyrighted works of KLAS and may be used only for the purposes described in this Agreement or the Use of Data Policy. User may distribute Materials or Website information and share their data and content solely with members of User's own internal organization except as permitted by the Use of Data Policy. The complete data or any extraction from the data may not be used in any revenue-generating activity without permission from KLAS. Documents containing any KLAS data must include reference and copyright information as outlined in the Use of Data Policy. User agrees to use reasonable efforts to protect such confidential Materials and the Website against unauthorized disclosure. Under no circumstances may you share the Website, Materials, or any data therein with any other organization, consultant, investment company, vendor or other third party, except under the limited exception described in the Use of Data Policy. User may not copy, download, modify or distribute the Website's software in any way without KLAS' express written permission.
4. **FEES PAYABLE BY USER.** User agrees to pay all applicable fees, charges, and taxes for access to the Website and Materials in accordance with the current rates, payment terms and policies as published by KLAS or previously agreed to with KLAS. Any User who accesses the KLAS paid subscription information or Materials without appropriate authorization or payment will be liable and responsible for the full published fees of the Materials or areas that were accessed.
5. **TERM OF AGREEMENT.** This Agreement shall remain in force until it is terminated by either party. Either User or KLAS may terminate this Agreement at any time, for any or no cause, by giving notice to the other party. If User accesses information that User should have paid for and User terminates this Agreement, User is still obligated to pay the applicable fees.
6. **USER'S REPRESENTATIONS AND WARRANTIES.** User represents and warrants to KLAS as follows:
  - (a) User has full power and authority to enter into this Agreement and make the agreements specified herein; and
  - (b) Any text, comments, photos, information or other materials or content that User places on KLAS' Website or uses in connection with the Service ("User Materials") do not and will not contain any libelous or unlawful material or any materials or instructions that may cause harm or injury, and do not and will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights. By posting User Materials, User warrants and represents that User either owns or otherwise controls all of the rights to those User Materials, including, without limitation, all the rights necessary for User to post or upload the User Materials, or that Users use of such materials is a protected fair use under copyright law. User agrees to not

- knowingly provide any User Materials with intent to defraud or submit misleading or false information.
- (c) User further agrees not to knowingly upload, post, email or otherwise transmit any confidential information, trade secrets, "junk mail," "spam," "chain letters," "pyramid schemes," any other form of solicitation, or software viruses.
  - (d) Users will share Materials and data contained therein including User's organization passwords for the Website only with persons within User's own organization and no others, except as otherwise agreed in writing by KLAS. Should User provide a password, KLAS copyrighted data, or Materials to an unauthorized individual or company, User's access to KLAS Website and Materials may be terminated with no refund and without recourse. In such a case, KLAS may pursue any and all other remedies.
7. **USE OF USER MATERIALS.** Any User Materials, including feedback or comments that you transmit or post to this Website will be considered non-confidential and non-proprietary communications, except as otherwise stated in KLAS' Privacy Policy. By uploading or posting User Materials to a publicly accessible page, you are granting KLAS a non-exclusive, royalty-free, assignable, perpetual, irrevocable, and worldwide license to reproduce, use and distribute those User Materials. KLAS will make an effort to credit your authorship. *Important Note:* Commentary or data provided within KLAS' evaluation process via phone, online, fax or otherwise is governed by a different set of rules and is completely anonymous.
  8. **SHARED RESOURCES.** Materials and User Materials operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance is not appropriate or viable and may result in termination of User's account.
  9. **INDEMNIFICATION.** User agrees to indemnify, defend and hold KLAS harmless from and against any and all actions, suits, proceedings, losses, liabilities, damages, costs, and expenses (including attorneys' fees) that KLAS may incur or suffer in connection with any of User's User Materials or by reason of the breach or alleged breach of any of User's warranties and representations under this Agreement.
  10. **ASSIGNMENT.** This Agreement may not be assigned by User without KLAS' prior written consent, which will not be unreasonably withheld.
  11. **LINKS TO THIRD PARTY SITES.** If User decides to access or use any third party web sites linked to this web site, User does this entirely at User's own risk.
  12. **TRADEMARKS.** The KLAS, KLAS Online and Platinum KLAS names and logos, as well as any other KLAS service or product names or logos displayed on KLAS' Website, are registered trademarks or trademarks of KLAS. The names and logos of third party products and companies shown on the Website and used in the Materials are the property of their respective owners and may also be trademarks. KLAS' trademarks may be used publicly only with written permission from KLAS.
  13. **WARRANTIES AND DISCLAIMERS.** The information and data contained in the Website or Materials is intended solely as a catalyst for a more meaningful and effective investigation by User's organization and is not intended nor should it be used to replace User organization's due diligence. **THE WEBSITE, SOFTWARE AND SERVICE ARE PROVIDED "AS IS", AND KLAS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A**

**PARTICULAR PURPOSE.** KLAS does not warrant that the Software or Materials are or will be entirely error-free. KLAS disclaims any liability for damages caused by the contents of the Website, Database, or any Materials or User's or any other user's reliance thereon, unless due to KLAS' gross negligence or intentional wrongdoing. KLAS' TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE OR ITS MATERIALS SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE FEES USER PAID TO KLAS DURING THE LAST 12 MONTHS PRIOR TO THE DATE OF THE CLAIM. IN NO EVENT SHALL KLAS BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF WHETHER KLAS HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE.

- 14. APPLICABLE LAWS.** Any rights not expressly granted herein are reserved by KLAS. The terms of this Agreement and all rights and obligations of User and KLAS are governed by the laws of and enforced in the State of Utah exclusively, irrespective of any conflicts of laws provisions, except as Utah law may be preempted or superseded by the laws of the United States. Should any dispute arise between the parties arising out of or relating in any way to User's visit to KLAS' Website or to Materials or any other products or services purchased from KLAS, including any dispute concerning any breach of, or to enforce, interpret, rescind, or terminate any of the provisions of this Agreement, User and KLAS agree now that User or KLAS will submit or file any such dispute exclusively in the state court in Utah County, State of Utah or the federal court in Salt Lake City, UT. No such dispute shall be adjudicated in any other forum. Each party and any beneficiaries hereto, including their successors and assigns, hereby consents and stipulates to be subject to the jurisdiction and venue of the courts of the State of Utah with venue in Utah County, State of Utah or the courts of the United States located in the State of Utah, as the case may be. To the fullest extent permitted by applicable law, no dispute under this Agreement shall be joined to any other dispute involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.
- 15. EXPORT LAWS.** KLAS makes no representation that its Website or Materials are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. Those who choose to access this Website from other locations do so at their own initiative and are responsible for compliance with applicable local laws. User may not use or export Materials or products in violation of U.S. export laws and regulations.
- 16. TERMS.** If any term of this Agreement is invalid or unenforceable, it will be severed and the remaining terms of this Agreement will remain in full force and effect.

# Data Use Policy

KLAS Enterprises, LLC, referenced herein as “KLAS,” encourages public awareness of healthcare technology product and service vendor performance. KLAS’ name, data, and published materials are subject to trademark and copyright protection, regardless of where or how the information is obtained. Any public use of KLAS Data must be made with clarity and integrity, as well as maintain the intent of the data. KLAS reserves the right to modify this policy at any time. Access [Frequently Asked Questions](#) about the policy or visit the KLAS website for the [most recent version of the KLAS Data Use Policy](#).

This KLAS Data Use Policy consists of four sections:

- 1) Sharing KLAS Data within a subscribing or purchasing organization
- 2) Sharing KLAS Data outside of a subscribing or purchasing organization
- 3) Exceptions and other uses of KLAS Data
- 4) Resource Center

## 1) Sharing KLAS Data within a subscribing or purchasing organization

- A. KLAS Data may be shared within a subscribing organization and a purchased KLAS report can be shared within a purchasing organization without limit.

## 2) Sharing KLAS Data outside of a subscribing or purchasing organization

- A. **Understand and abide by the following:**
  1. “KLAS Data,” as used in this Policy, means any information, opinions, evaluations, or data contained online, in KLAS Performance Insights presentations, and/or KLAS written reports.
  2. KLAS Data is copyrighted and trademarked. Access to KLAS Data is available through a subscription to KLAS Data and/or through purchasing a report.
  3. An organization or person sharing KLAS Data must be authorized to access and share the data before sharing it.
  4. An organization or person that accesses or shares KLAS Data without authorization will be liable and responsible, at a minimum, for the applicable full annual online subscription or report fee.
  5. Any use of KLAS Data should specifically and accurately represent the data and/or its intent. Adding glamorous or subjective adjectives that are not included in the KLAS Data must be specifically avoided, such as: top, leader, high, best, largest, innovator, innovative, leader, trendsetting, etc.
  6. Content on KLAS Web pages cannot be reposted on a vendor’s website.
  7. Public use of KLAS Data must specify the information source. (See section 2.D)
  8. KLAS will use appropriate means to stop unauthorized use of the KLAS name, logo, or data at the expense of the violating party. At a minimum, KLAS will issue a public KLAS Klarification press release in response to any unauthorized use, display, or misrepresentation of KLAS Data.
  9. KLAS reserves the right to impose a ban of using KLAS Data of varying durations. In addition, KLAS may seek additional remedies available under contract, copyright, and other applicable law.
- B. **Sharing KLAS Data**
  1. Press releases and other marketing collateral – meaning presentations, brochures, flyers, event signs, newsletters, email campaigns, email signatures, and social media (including, but not limited to blogs, Facebook, Twitter, etc.):

- a. One page of KLAS Data (equal to one side of an 8 ½” by 11” piece of paper using at least a 10-point font) may be used from a KLAS report, excluding data extracted directly from subscription to KLAS Data. See sections 2.B.4 and 2.B.6 for information about how to generate a Promotional Use report and how to share user commentary. See Exceptions in section 3.A.2 related to the KLAS Buyer’s Guide.
  - b. Maintain the intent of a report.
  - c. The KLAS Data source **information** must be included. See section 2.D for specific information about documenting KLAS Data.
2. **Vendor website**
- a. A press release that follows the KLAS Data Use Policy may be posted on a vendor website.
  - b. A KLAS award or ranking may be displayed on a website with a link to the KLAS website, which will enable a provider to log in to look at real-time ratings or validate the award or ranking through the KLAS website and. See section 2.B.5 about how to document KLAS Data.
  - c. The KLAS Vendor Participant logo may be displayed once a product or service has received at least one KLAS Konfidence checkmark. This logo informs providers that customer feedback is available about products and services on the KLAS website. Providers also can click on the link to complete an evaluation about the vendor’s products or services on the KLAS website. This logo can be downloaded from the Resource Center in section 4. See section 2.C for guidelines about using KLAS logos and artwork.
  - d. User Commentary about a vendor’s own products and services may be posted to the website. See section 2.B.5 for more information.
  - e. A KLAS quote may be extracted from a public article as long as the quote maintains the intent of the statement in the article and is clearly attributed.
3. **KLAS Alert**
- a. KLAS Alert information can be shared by a vendor that subscribes to Platinum KLAS about a vendor’s own products and services.
  - b. Documentation should include the product or service name, product version number (as applicable), date the alert was issued, the KLAS copyright statement and the KLAS URL for each alert.
- Example:
- “Scores for Alabaster General EMR rose over 2 points in the past years to an overall score of 87 (out of 100). Customers reported that the product was increasingly more usable and that the product's support continues to be strong and robust.”
- KLAS Alert about Alabaster EMR issued on May 17, 2011. © KLAS Enterprises, LLC. All rights reserved. [www.KLASresearch.com](http://www.KLASresearch.com)*
- c. Email [marketing@KLASresearch.com](mailto:marketing@KLASresearch.com) for a custom link that providers can use to log in and view your own product’s alerts.
4. **User Commentary from KLAS Data Subscription**
- a. Up to one page or 500 words of user commentary can be extracted from KLAS Data Subscription and included, verbatim, in promotional or marketing material about a vendor’s own product or service. See section 2.A.

- b. KLAS Data Subscription user commentary documentation should include the product or service name, version number (as applicable), title of person giving the comment, date KLAS collected the comment, the KLAS copyright statement and the KLAS URL for each comment. Please indicate that the comment was collected by KLAS.

Example:

*"We have been thrilled with Alabaster General EMR. Our physicians think all systems are a bit quirky, but we have put a lot of time and work into customizing the system, and we have it working really well. It fits us. Every user I work with really loves the system. We have taken it to a level of optimization that is beyond belief." – CIO*

*Collected about Alabaster General EMR version 3.6.1c by KLAS in March 2011 © KLAS Enterprises, LLC. All rights reserved. [www.KLASresearch.com](http://www.KLASresearch.com)*

5. **KLAS Awards** - Best in KLAS, Category Leader, and other official KLAS award(s) may be used as follows:
- a. The "Best in KLAS Awards" report is the only source for a Category Leader or a Best in KLAS award designation.
  - b. Category Leaders may announce being the top ranked or the #1 offering in their market segment.
  - c. A Best in KLAS award recipient may use the Best in KLAS logo in conjunction with the product or service that received the Best in KLAS ranking only when the year of the award is also on the logo.
  - d. When announcing Best in KLAS, Category Leader, or other KLAS ranking, the documentation of the full report name, vendor, product or service name, the year of the award, and the market segment as it appears in the "Top 20 Best in KLAS Awards" report must be included.
  - e. Only the market segment recipient of a Best in KLAS or Category Leader award from the most recently published "Top 20 Best in KLAS Awards" report may announce their award in larger-than-life posters, billboards, and electronic screens.
  - f. A market segment's current award recipient can refer to historical rankings in the same market segment. Example: 2011, 2009, 2007, 2004, and 2001.
  - g. Early Data or KLAS Data that is asterisked may be included only when it is accompanied by the approved KLAS disclosure statement: "Products marked with an asterisk (\*) do not meet the minimum KLAS Confidence levels." Early data or asterisked products or services should not compare themselves to other products or services in the market segment.
  - h. Products or services that are not ranked in a report cannot compare themselves to other products or services in the market segment, i.e. component, superseded, not primary, or regional products.
6. **KLAS Promotional Use report tool** – used to share KLAS Data outside of a subscribing organization.
- a. The report must be used as a whole. Modifications, additions, excerpts, and edits to this report are not allowed.

C. **KLAS Logos and Artwork**

1. Only approved KLAS logos and artwork can be used.
2. KLAS logos and artwork cannot be altered in anyway, including but not limited to changes in font, color, and design.

3. KLAS logos and artwork must maintain legibility. Logos cannot be used in a manner that causes the images to become distorted, blurry, or illegible.
4. At least ¼ inch of clear space surround the parameter of the logo is recommended but not required.
5. Download the [KLAS Corporate](#) and [Vendor Participant](#) logos. See section 4 for more information.
  - a. The Vendor Participant logo informs providers that customer feedback is available about products and services on the KLAS website.
6. Request Best in KLAS ribbons and other special award logos by emailing [DataUse@KLASresearch.com](mailto:DataUse@KLASresearch.com).

D. **Referencing KLAS Data** - The first use of a KLAS Data reference should be documented with:

1. Sourcing the full report name, market segment (as applicable), and month and year of the report publication, the KLAS URL ([www.KLASresearch.com](http://www.KLASresearch.com)), and the KLAS copyright statement.
2. The KLAS copyright statement is “© [year] KLAS Enterprises, LLC. All rights reserved.”
3. Sourcing information should be legible, accurate, and included as near to the KLAS Data used as possible. Any footnotes and sourcing information should be clear and maintain the intent of the report.

Examples:

*“Buying the Best EMR: A User’s Guide,” April, 2011. © 2011 KLAS Enterprises, LLC. All rights reserved. [www.KLASresearch.com](http://www.KLASresearch.com)*

*“2010 Top 20 Best in KLAS Awards: Software & Professional Services,” December, 2010. © 2010 KLAS Enterprises, LLC. All rights reserved. [www.KLASresearch.com](http://www.KLASresearch.com)*

### 3) Exceptions and other uses of KLAS Data

- A. Exception:
  1. Twitter limits posts to 140 characters, but the intent of a KLAS report must be maintained. The source information can be included using a link to a press article rather than including the reference information in the twitter post. (See section 2.D)
- B. To use KLAS Data outside of the descriptions in this Data Use Policy or for questions, contact KLAS prior to use of KLAS Data at [DataUse@KLASresearch.com](mailto:DataUse@KLASresearch.com).
  1. Review requests are queued in order of receipt and should include:
    - a. The KLAS Data requested for use and how the data would be used.
    - b. Where the data would be used.
    - c. When the data would be used.
    - d. Specific reference information indicating all page number(s), figure number(s), and paragraph location(s) as appropriate that match up to the KLAS Data that is requested to be reviewed for use. (See section 2.D)
  2. Please allow at least 48 business hours for review.

### 4) Resource Center

- A. **Corporate information about KLAS for public use.**
  1. *About KLAS*

KLAS is a research firm specializing in monitoring and reporting the performance of healthcare vendors. KLAS’ mission is to improve delivery of healthcare, by independently

measuring vendor performance for the benefit of healthcare provider partners, consultants, investors, and vendors by collecting accurate, honest and impartial provider experiences. Working together with executives from over 4500 hospitals and over 2500 clinics, KLAS delivers timely reports, trends, and statistics, which provide a solid overview of vendor performance in the industry. KLAS measures performance of software, professional services, medical equipment, and infrastructure vendors. For more information, go to [www.KLASresearch.com](http://www.KLASresearch.com), email [marketing@KLASresearch.com](mailto:marketing@KLASresearch.com), or call 1-800-920-4109 to speak with a KLAS representative. Follow KLAS on Twitter at [www.twitter.com/KLASresearch](http://www.twitter.com/KLASresearch).

2. *Who KLAS is*

KLAS is a healthcare technology research firm that specializes in monitoring and reporting the performance of software, services, and medical equipment, and infrastructure vendors. Working with thousands of healthcare executives from hospitals and clinics in North America, KLAS collects performance feedback to deliver timely reports, trends, and statistics that provide a solid overview of vendor performance in the industry.

3. *What KLAS does*

KLAS helps healthcare providers make informed technology decisions by offering honest, accurate, and impartial vendor performance information. Vendors can use KLAS ratings to benchmark their customer service performance and understand how to better serve the provider community.

4. *How KLAS does it*

KLAS independently monitors vendor performance through the active participation of thousands of healthcare organizations. KLAS Performance Data represents the opinions of healthcare executives, managers, and clinicians from over 4,500 hospitals and 2,500 clinics, who have rated over 750 products and services from more than 200 vendors. Research results are offered to healthcare providers and vendors through:

- A free directory of vendor and product information
- Online access to KLAS vendor performance data
- In-depth, published market segment reports

5. *KLAS logos*

- a. Corporate logo – [download](#)
- b. Vendor Participant logo – [download](#)
- c. Best in KLAS logo – email [DataUse@KLASresearch.com](mailto:DataUse@KLASresearch.com)

# Privacy Policy

KLAS takes safeguarding online privacy seriously. Please read the following to understand KLAS' privacy practices. From time to time, KLAS may change this privacy statement because of changes in its business, or in its attempts to serve your needs better, so please review this privacy statement periodically as any changes may apply to you.

## **Do I need to provide personal information to KLAS?**

You may view the general contents of this website without subscribing or providing any personal information. You must register for a username and password to view vendor performance ratings. You must register and create a personal profile to post comments, which we will protect as explained below.

## **Why does KLAS collect your information, and how is such information used?**

We like to know about you to be able to serve you better. We use your information to better deliver the research you may be interested in and to validate your healthcare provider or non-healthcare provider status.

KLAS may use the personal information you submit for purposes related to KLAS' business, including, but not limited to, generating statistical studies, conducting market research, improving its products and services, getting your opinion, and notifying you of service upgrades, new services, and any other changes within KLAS that may affect you. It is our goal not to bother you with excessive communications.

## **How do I have my personal information deactivated, changed or updated?**

KLAS respects your privacy and realizes that not everyone likes to receive notices of information. Within your online user preferences, you have the ability to opt in or out of mailing lists. You may update your personal information online within your user profile.

## **Does KLAS share the information that it gathers with other website users or third parties?**

KLAS will not rent, lease or sell personally identifiable information to any third party.

If you choose to provide us with personally identifiable information, we may use that information to circulate news and information consistent with KLAS' purposes; send updates and notices; respond to your questions or comments; allow you to navigate the KLAS website, its forums and blogs without having to re-enter information.

If you create an online profile, interested visitors will be allowed to retrieve the information you choose to share as part of your profile, such as your experience and areas of interest.

For those visitors who choose to participate in forums, an online profile is required, and certain relevant profile components will be revealed to other participants such as your name and facility.

*Important Note:* Commentary or data provided within KLAS' evaluation process via phone, online, fax or otherwise is governed by a different set of rules and is completely anonymous.

We may reveal personally identifiable information if we believe in good faith we are required to do so to comply with a search warrant, subpoena, court order or other valid legal process. Also, we may disclose your personal information to other Website users, law enforcement or legal agents if we have reason to believe disclosing this information is necessary to identify, contact, or bring legal action against someone who may be violating our General Terms of Use or Promotional Use of KLAS Data Policy or to protect the safety,

property or other rights of our visitors or the public or to counter any attempted breach of security of the website.

**What is KLAS' commitment to data security?**

KLAS recognizes your concern for security, and will use reasonable efforts to establish secure connections with you and to limit access to databases containing personal information to authorized personnel only.

**Does KLAS use cookies? What are cookies?**

"Cookies" give users a unique, random ID by storing small text files onto a user's computer hard drive with the user's browser. Cookies enable a website to track a user's activities on the website.

For example, KLAS may use cookies on its download page to speed up users' activities in not having to register more than once. KLAS' cookies do not contain personally identifying information. Users are free to change their web browsers to prevent the acceptance of cookies.

**What are KLAS' contact procedures?**

If you have any comments or questions regarding this privacy statement or if you believe KLAS has not adhered to this privacy statement, please notify us at [DataUse@KLASresearch.com](mailto:DataUse@KLASresearch.com) or call us at 801.226.5120. KLAS will take action to promptly resolve any issues.