



Privacy Policy and Terms & Conditions of Use

Last Updated: 3/6/2018

PLEASE READ CAREFULLY

Your privacy is important to us at TurboTAR, Inc. Because we respect your privacy, we feel it is important that you fully understand the terms and conditions under which we use your collected data from this website. We request certain data to provide you better service, experience, and products. We will never share your confidential, personal information with anyone.

By using this site, you agree to our following Privacy Policy, as well as the Terms & Conditions of Use (collectively referred to as the "Terms of Use"). Additionally, your access to the private Help Site is subject to the Terms of Use we establish as well as all applicable laws.

WEBSITE PRIVACY POLICY: COLLECTION AND USE OF PERSONAL INFORMATION

Public Websites

What information do we collect and how do we collect it?

TurboTAR, Inc. collects information necessary to respond to your requests for our customized products and services. Information is gathered in several ways from different parts of our websites. Information is gathered when you sign up for a membership, email list, contact form, and/ or when you purchase one of our services or products. This information may include, but is not limited to: name, physical address, email address, phone number, Medi-Cal provider number, and other self-identifying information or preferences. We obtain this information to make our services easier to use and more personalized for you.

TurboTAR, Inc. will not sell, license, transmit or disclose this information outside of TurboTAR, Inc. and its affiliated companies unless (a) expressly authorized by you, (b) necessary to enable TurboTAR, Inc. contractors or agents to perform certain functions for us, or (c) required or permitted by law. In all cases, we will disclose the information consistent with applicable laws and regulations and we will require the recipient to protect the information and use it only for the purpose it was provided.

Secure Website Services

Certain online services are available to TurboTAR customers via our Secure Website Services such as the Provider Portal, Help Site, and personal link share. When using such sites, you may be asked to disclose personal information to TurboTAR, Inc. TurboTAR, Inc. may choose to collect your personal information for the following reasons: (i) The Secure Website Services require a password to log in before accessing information, thus you may need to provide certain personal information so that TurboTAR, Inc. may verify your identity; (ii) To use and share your personal information to provide you with your centers reports; (iii) To respond to requests via email or any type of communication provided via the Secure Website Services.

TurboTAR, Inc. complies with the requirements under the Health Insurance Portability and Accountability Act (HIPAA). Users of TurboTAR, Inc. Secure Website Services should read TurboTAR, Inc. applicable Notice of Privacy Practices, which explains in more detail how we use and disclose your protected health information.

Users of TurboTAR, Inc. Secure Website Services understand that the confidentiality of personal information is protected by federal and state law. By using TurboTAR, Inc. Secure Website Services you represent to TurboTAR, Inc. that you are either (i) the individual to whom this account pertains, or (ii) legally authorized under applicable law to receive provider participant information to whom this account pertains.

INTERNET PROTOCOL ADDRESSES

You should also be aware that when you visit our websites, TurboTAR, Inc. may collect certain information that does not identify you personally, but provides us with "usage data," such as the number of visitors we receive or what pages are visited most often. This data helps us to analyze and improve the usefulness of the information we provide on these websites.

Cookies and Web Beacons

Like most commercial website owners, we may also use what is known as "cookie" technology. A "cookie" is an element of data that a website can send to your browser when you link to that website. It is not a computer program and has no ability to read data residing on your computer or instruct it to perform any step or function. By assigning a unique data element to each visitor, the website is able to recognize repeat users, track usage patterns and better serve you when you return to that site. The cookie does not extract other information about you, such as your name or address. Most browsers provide a simple procedure that will enable you to control whether you want to receive cookies by notifying you when a website is about to deposit a cookie file.

Online Security

TurboTAR, Inc. uses reasonable and appropriate security measures to safeguard the information that has been collected from you via the public or Secure Website Services. Among the measures that TurboTAR, Inc. has implemented for its websites are administrative, physical and technical safeguards.

TERMS & CONDITIONS OF USE

Disclaimer

TurboTAR, Inc. continually updates the information provided on its websites in order to keep the information as current and accurate as possible, however, it is possible that the websites may contain inaccuracies, errors or unauthorized modifications by third parties. TurboTAR, Inc. does not make any express or implied warranties as to the accuracy of any information on its websites.

Any links to other non-TurboTAR, Inc. websites are solely for your convenience in obtaining related information. Such inclusion or mention does not constitute or imply a recommendation or endorsement by TurboTAR, Inc. TurboTAR, Inc. does not control the contents of these websites and does not guarantee the accuracy or completeness of any such information.

The information presented on our websites is not intended to constitute an offer to sell or a solicitation in connection with any service. If you are interested in any of TurboTAR services, please contact us for a complete description of the product and its availability.

Changes to Websites

TurboTAR may change or update information on its websites at any time. TurboTAR is not under any obligation to update information provided on its sites and so the information may be out of date at any given time.

Ownership, License and Restrictions on Use of Materials

This website is owned and operated by TurboTAR, Inc. and all material contained in our websites is protected by law. All copyright, service mark and other proprietary notices must be kept intact.

Limitations of Liability

Under no circumstances including, but not limited to, negligence, shall TurboTAR, Inc. or any of its related, affiliated companies be liable for any direct, indirect, incidental, special, consequential or punitive damages that result from the use of, or the inability to use the TurboTAR, Inc. material. You specifically acknowledge and agree that TurboTAR, Inc. is not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with any of the TurboTAR, Inc. material, or with any of TurboTAR, Inc. terms of use and conditions, your sole and exclusive remedy is to discontinue using this Website.

Jurisdiction

Except as described otherwise, all materials in the TurboTAR, Inc. sites are made available only to provide information about TurboTAR, inc. products and services. TurboTAR, Inc. controls and operates this site from its headquarters in San Diego, California, USA, and makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations you are responsible for compliance with applicable local laws.

Social Media Terms and Conditions

BY ACCESSING, VIEWING, OR USING ANY SOCIAL MEDIA PAGES OPERATED BY TURBOTAR, INC., ITS SUBSIDIARIES, OR ITS AFFILIATES, THE USER INDICATES ACCEPTANCE OF THE FOLLOWING SOCIAL MEDIA TERMS AND CONDITIONS AND AGREES TO BE LEGALLY BOUND BY THEM:

1. TurboTAR, Inc., its subsidiaries, and affiliates (hereinafter "TurboTAR") does not validate third party information posted on TurboTAR pages on social media sites. Any comments, statements, or opinions on those pages are not endorsed by TurboTAR, and do not necessarily reflect the views, policies, or procedures of TurboTAR. The information, materials and services on TurboTAR social media pages are provided to the user "as is," without any express or implied representations or warranties of any kind, including any warranties as to merchantability or fitness for a particular purpose or non-infringement of intellectual property. TurboTAR makes no representation or warranties as to any material or information posted on any TurboTAR social media pages or that the user's use of content posted on or material otherwise made available through TurboTAR social media pages will not infringe the rights of third parties.
2. Users shall not post materials to any of TurboTAR social media pages that are unlawful, proprietary, fraudulent, libelous, slanderous, defamatory, obscene, threatening, abusive, harassing, or infringing on the rights of any third-party, including intellectual property, privacy/confidentiality, or publicity rights. TurboTAR does not permit any of these practices, and reserves the right to immediately remove or edit any content within its sole discretion.
3. By submitting content on or through TurboTAR, Inc. social media pages the user grants TurboTAR an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such material throughout the world in any media. The user further agrees that TurboTAR is free to use any ideas, concepts, and knowledge that the user provides to TurboTAR on the social media site. The user also grants TurboTAR the right to use the name submitted by the user in connection with such material. TurboTAR reserves the right to alter the content on its social media sites at any time, but has no obligation to update any information on its social media sites. TurboTAR has no intention of collecting personally identifiable information from children under the age of 13.
4. The materials posted to TurboTAR social media pages are not advice. By making the content on TurboTAR social media pages available to the user, TurboTAR is not engaged in rendering any legal, medical, or other professional advice.
5. Users shall not post any personal or private health information, such as policy numbers, claim numbers, phone numbers, personal e-mail addresses, or any unique identifying information on a TurboTAR social media page. TurboTAR reserves the right to remove any social media posts that contain such information.
6. Users shall not post any links or other content that contain viruses or malicious software or otherwise violate any federal or state laws. Users shall not post advertisements or solicitations of business. Any postings of this nature on TurboTAR social media pages may be removed.
7. Content on TurboTAR social media pages (including, without limitation, text, design, graphics, logos, images, videos, as well as the selection and arrangement thereof) posted by TurboTAR is the property of and owned by TurboTAR, our licensors, or third-party content providers, and is protected by copyright, trademark, and other applicable laws. Any other use of content on the site, including, but not limited to, the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, transfer, or sale of, or the creation of derivative works from, any material or information obtained from the site, or use of the site for purposes competitive to TurboTAR, is expressly prohibited.
8. TurboTAR social media pages may contain links to other web sites, some of which are operated by TurboTAR and others which are operated by third parties. These links are provided as a convenience to the user and as an additional avenue of access to the information contained therein. TurboTAR has not necessarily reviewed all the information on these other web sites and is not responsible for the content of those or any other sites or any products or services that may be offered through those or any other web sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked web sites. Different terms and conditions may apply to the user's use of any linked web sites.
9. TurboTAR reserves the right to block or otherwise prohibit any person from accessing or using TurboTAR social media pages for any reason whatsoever.
10. Users are ultimately responsible for the content posted on TurboTAR social media pages, including the legality, reliability, appropriateness, originality, and copyright of any such material. TurboTAR is not liable for any direct, or indirect, special, incidental, or consequential damages that may arise from the user's use of TurboTAR social media pages. Additionally, the user agrees to defend and indemnify TurboTAR and each of our respective officers, agents, directors, shareholders, partners, licensors, service providers, and employees, from any loss, liability, claim, or demand, including reasonable attorneys' fees, issued by any third party due to or arising out of your use of TurboTAR social media pages arising from a breach or alleged breach of these Terms and Conditions by the user (including, without limitation, any breach of the user's representations and warranties set forth herein).

Updated: March 6, 2018