

TERMS OF SERVICE

Notice

This website ("Site") is made available by **your health plan, including its subsidiaries and affiliates, as applicable, ("Your Plan")**. Anyone using this Site agrees to be bound by the terms of use (the "Terms") set forth below, and consents to the monitoring of this use by system, security or law enforcement personnel.

Your use of the site

Your Plan hereby grants you a limited license to copy and use the materials, features and services provided by Your Plan on this Site (collectively, the "Materials") solely for your personal, non-commercial use, subject to these Terms. The design and layout of the Site are specifically excluded from the Materials. No other use of the Site or Materials is authorized. You agree that any copy of the Materials (or any portion of the Materials) that you make shall retain all copyright and other proprietary notices contained herein or therein.

Your use of the Site is subject to all applicable local, state, national and international laws and regulations, and you agree not to use the Site for purposes that violate such laws and regulations. In addition, you agree that: (1) you will not interfere with another person's use and enjoyment of the Site; (2) you will not upload, download, transmit or otherwise distribute any message, data, information, text or other material ("Content") that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, and that, by uploading or downloading any Content, you represent and warrant to Your Plan that you have the lawful right to reproduce and distribute such Content; (3) you will not upload, download, transmit or otherwise distribute any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable; (4) you will not upload, download, transmit or otherwise distribute any viruses or other harmful, disruptive or destructive files; (5) you will not upload, download, transmit or otherwise distribute any Content that would constitute or encourage a criminal offense, violate the rights of any party or that would otherwise create liability or violate any local, state, national or international law; (6) you will not use or attempt to use another's account, service or system without authorization from Your Plan, or create or use a false identity on this Site; (7) you will not upload, download, transmit or otherwise distribute spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings; (8) you will not attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; (9) you will not interfere with or disrupt networks, systems and/or computers connected to the Site, and you will comply with all regulations, policies and procedures of such networks and systems; and (10)

you will comply with all United States laws regarding the transmission of technical data exported from the United States. You acknowledge and agree that you are responsible for all use of your email address and will notify Your Plan immediately of any unauthorized use.

No transfer of property rights

The products, services, technology and/or processes described and/or used on this Site may be the subject of intellectual property rights reserved by Your Plan or other third parties. Except for the limited license granted above, nothing contained herein shall be construed as conferring to you in any manner, whether by implication, estoppel or otherwise, any license, title or ownership of or to any intellectual property right of Your Plan or any third party.

Warranty restriction; limitation of liability

THE MATERIALS, INFORMATION AND SERVICES PROVIDED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MATERIALS, INFORMATION, OR SERVICES (INCLUDING, BUT NOT LIMITED TO, ANY DATA, TEXT, IMAGES, SOUNDS OR COMPUTER PROGRAMS (INCLUDING COLLECTIONS AND COMPILATIONS OF THEM)) OR AGAINST INFRINGEMENT.

NEITHER YOUR PLAN NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY AND/OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ATTORNEYS' FEES OR DISBURSEMENTS) IN ANY WAY DUE TO, RESULTING FROM OR ARISING IN CONNECTION WITH YOUR ACCESS TO, INABILITY TO ACCESS, OR USE OF THE SITE, OR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED AT THE SITE, EVEN IF YOUR PLAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND ANY OTHER TORT. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY SET FORTH HEREIN SHALL BE FOR ANY REASON HELD UNENFORCEABLE OR INAPPLICABLE, YOU AGREE THAT YOUR PLAN HEALTH SERVICES AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500).

NEITHER YOUR PLAN NOR ANY OF ITS AGENTS TAKES ANY RESPONSIBILITY OR ASSUMES ANY LIABILITY FOR ANY CONTENT UPLOADED OR OTHERWISE TRANSMITTED BY YOU OR ANY THIRD PARTY, OR FOR ANY MISTAKES, DEFAMATION, SLANDER, LIBEL, OMISSIONS, FALSEHOODS, OBSCENITY, PORNOGRAPHY, INDECENCY, LEWDNESS, HARASSMENT, THREATS, ABUSE OR PROFANITY YOU MAY ENCOUNTER IN USING THE SITE. YOU AGREE TO HOLD HARMLESS YOUR PLAN AND ITS AGENTS AND PARTIES WITH WHOM YOUR PLAN HAS CONTRACTED FOR PURPOSES OF HOSTING OR MAINTAINING THIS SITE FROM ALL CLAIMS BASED UPON COMMUNICATIONS OR MATERIALS MADE AVAILABLE BY YOU ON THE SITE.

Copyright status

All documents available on this Site may be protected under the U.S. and Foreign Copyright Laws. Permission to reproduce may be required. Your Plan retains all rights to the information provided on this Site, including, but not limited to, the right of distribution.

Governing law, jurisdiction

By accessing, transmitting or viewing any information on this Site, you agree to be subject to personal jurisdiction in the Commonwealth of Pennsylvania. Any transaction or occurrence arising out of accessing, transmitting or viewing any information on this Site shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding any conflict of laws provisions of the Commonwealth of Pennsylvania that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding regarding this Site or any part of the Site shall be brought only in Allegheny County, Pennsylvania.

International use

Neither Your Plan nor any of its agents makes any representation that Materials on this Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations other than within the United States are responsible for compliance with local laws.

Indemnification

Upon a request by Your Plan, you agree to defend, indemnify and hold harmless Your Plan and its employees, contractors, officers, directors and agents from all liabilities, claims and expenses, including attorneys' fees and disbursements, that arise from your use or misuse of this Site. Your Plan reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Your Plan in asserting any available defenses.

Enforcement by Your Plan

In the event Your Plan determines, in its sole discretion, that you have violated these Terms, Your Plan shall have the right to immediately remove any materials you have placed on the Site and/or terminate your access to the Site, without prior notice to you, and/or pursue any other remedies available to it under applicable law.

Links to and from third party sites; framing

This Site may provide links or references to other sites. Neither Your Plan nor any of its agents has any responsibility for the content of these other sites, makes any representations or gives any warranties with respect to any information contained in or at these other sites, or shall be liable for any damages or injury arising from the content of these other sites. Neither Your Plan nor any of its agents endorses companies or products to which it has provided links. Any links to other sites are provided merely as a convenience to the users of this Site and, if you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk. Your Plan reserves the right to terminate any link or linking program at any time.

There may be circumstances where access to this Site is provided by a link located at another website. Neither Your Plan nor any of its agents makes any representations or gives any warranties with respect to any information contained in or at these other sites, and neither Your Plan nor any of its agents shall be liable for any damages or injury arising from the content of these other sites. Neither Your Plan nor any of its agents endorses the individuals, companies or other similar entities, or any products, services or materials associated with such individuals, companies, or other similar entities, that provide a link to this Site.

Updates to terms

Your Plan, including without limitation its agents, shall have the right to revise these Terms at any time by updating this posting. By using this Site, you agree to be bound by any such revisions and should therefore periodically visit this Site to determine the then-current Terms to which you are bound.