

### Terms of Use and Privacy Policy

**Effective Date:** 3/1/2012

#### **IMPORTANT NOTE REGARDING ACCEPTANCE OF TERMS:**

By accessing this website (the "Site") and utilizing the services it provides, you signify your agreement with these Terms of Use and Privacy Policy. If you do not agree to these terms, you are hereby prohibited from accessing this Site. HMA, LLC (the "Company") reserves the right to make changes to the Site and to these Terms of Use and Privacy Policy at its sole discretion at any time without notice. Your continued use of the Site constitutes your acceptance of these changes.

#### **TERMS OF USE**

For the purposes of these Terms of Use, "you or "your" is defined as any person accessing the Site and should you be using this Site on behalf of an entity, "you" refers to your company, its officers, agents, members, successors, and assigns. If you allow someone other than you to use the Site, you agree to be responsible for that person's use and misuse of the Site.

These Terms of Use are in addition to, not in limitation of, any other agreement you may have or may enter into with your health plan. The content contained within this Site does not replace or amend any contract or coverage you may have with your health plan. In the event of any discrepancy between the information contained on this Site and that of your plan documents, the plan document provisions shall prevail.

#### **Disclaimers**

Under no circumstances does this Site intend to provide you with medical advice. The content of the Site and that of any linked sites should not be construed as medical advice. You are advised to always consult with a health care professional should you require a medical opinion regarding any symptoms or a medical condition.

#### **Responsibilities**

Your responsibilities, as defined by these Terms of Use, prohibit you from the following:

- i. Violating these Terms of Use and/or encouraging or assisting another person in violating these Terms of Use;
- ii. Violating any state, federal, or international law;
- iii. Infringing on copyrights, trademarks, patents, trade secrets, privacy, or publicity rights;
- iv. Forging, altering, affecting or manipulating or attempting to forge, alter, affect or manipulate any components, content, or functionalities of the Site;
- v. Interfering or attempting to interfere with the intended functionality of the Site, including but not limited to disabling security features;
- vi. Harassing, stalking, or bullying or promoting harassing, stalking, or bullying;
- vii. Submitting content that is offensive, pornographic, defamatory, hateful or threatening in substance or intent, or that would create a risk to privacy, property or safety;
- viii. Uploading or transmitting chain letters, pyramid schemes, junk mail, unsolicited commercial messages, viruses, worms and other malicious code;
- ix. Accessing another person's account without authorization;
- x. Misrepresenting your identity or providing false information in any information collection portion of this Site, such as a registration;
- xi. Collecting and/or storing information from users on this Site;
- xii. Creating a database of materials and content from this Site; and
- xiii. Copying, modifying or creating derivative works involving the content, except printing a reasonable amount of copies for your personal use.

#### **Access to Site**

Access to the Site is gained through unique user identifiers and passwords and you are responsible for safeguarding this information in order to restrict access to the Site to authorized users only. Should any unauthorized users gain access to the Site resulting from your failure to safeguard the aforementioned credentials, you are solely liable for breach of any and all protected health information. Furthermore, you agree to notify the Company immediately should you believe there is or may be a risk to the security of your user identifier and/or password.

### Assumption of Risk

You expressly agree to use this Site at your own risk. Neither the Company, nor any of its affiliates, warrant the Site will be error-free, the access to the Site be uninterrupted, the content obtained from the Site be accurate, complete, reliable, secure or current. This Site may provide links to other websites and accessing these sites will be at your own risk. Your dealings with any third parties found on or through the Site are between you and the third party and the Company makes no representations, warranties, guarantees, and/or assumptions-of-authenticity with respect to information or services obtained through such parties. You agree that the Company will have no liability for any loss or damage of any kind incurred as a result of your dealings with any third parties.

### Representation and Warranties

By using this Site you represent and warrant the following:

- i. You are eighteen (18) years of age or older or an emancipated minor;
- ii. Your understanding that these Terms of Use are a legally binding agreement and the equivalent of a signed written contract;
- iii. Any information submitted by you via the Site will be true, accurate, complete, and current;
- iv. Your use of the Site will be consistent with all laws and regulations and in accordance with these Terms of Use;
- v. You will not impersonate any person or entity; and
- vi. You will not provide misleading or false information or deceive the Company through any action or omission.

### Disclaimer of Warranties

ALL CONTENT ON THIS SITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY AND ALL THIRD PARTIES, IF ANY, PROVIDING CONTENT FOR THIS SITE, AND ALL THIRD PARTIES PROVIDING SUPPORT OR INFORMATION FOR THIS SITE (COLLECTIVELY, "SITE-RELATED PARTIES") HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SITE-RELATED PARTIES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH THIS SITE. WITHOUT LIMITING THE FOREGOING, THE SITE-RELATED PARTIES SPECIFICALLY DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION REGARDING PARTICULAR PLAN BENEFITS OR SCOPE OF COVERAGE IS ACCURATE OR COMPLETE. THE SITE-RELATED PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU OBTAIN FROM THIS SITE IS FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE AND UNDERSTAND AND AGREE THAT THIS CONTENT IS USED AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE SHOULD THE DOWNLOADING OF ANY OF THE CONTENT RESULT IN DAMAGE TO YOUR COMPUTER SYSTEM OR SHOULD YOU INCUR ANY LOSS OF YOUR DATA. NO INFORMATION OR ADVICE YOU RECEIVE, WHETHER WRITTEN OR ORAL, FROM ANY REPRESENTATIVE OF THE COMPANY SHALL CREATE A WARRANTY OF ANY KIND, UNLESS EXPRESSLY STATED HEREIN.

Some states do not allow limitations on implied warranties, so one or more of the above limitations may not apply to you.

### Limitation of Liability

YOU AGREE THAT THE COMPANY AND/OR NONE OF THE SITE-RELATED PARTIES SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS SITE OR THE CONTENT. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE COMPANY AND SITE-RELATED PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE SITE-RELATED PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE SITE OR CONTENT ARE EXCLUDED EVEN IF THE SITE-RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU USE THIS SITE AT YOUR OWN RISK. IF YOU ARE



## Terms of Use and Privacy Policy

DISSATISFIED WITH THIS SITE OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### Compliance with COPPA

This Site is not directed at children under the age of thirteen (13). The Company complies with the Children's Online Privacy Protection Act (COPPA) and does not knowingly permit registration to the Site or submission of personally identifiable information by any persons under the age of 13.

### Indemnification

By accessing this Site, you agree to indemnify and hold harmless the Company, its officers, directors, employees, licensors, vendors, agents, customers, subsidiaries, and affiliates, from and against any and all liability, damages, claims, losses, expenses, including attorney's fees and costs of litigation, resulting from or in connection with your use of this Site.

### Third Party Content Provisions

The Site may include content and services that have been prepared by third party vendors that the Company has entered into contractual agreements with and are the property of these third parties and subject to these Terms of Use. The Company has no control over these third party sites, the content of neither the sites, nor their privacy practices and, therefore, the Company is not responsible to you in regard to the third party information and services you may access when visiting the Site.

### Governing Law and Statute of Limitations

Except as regulated by the laws of the State of Nevada, before seeking recourse for any harm you believe you have suffered arising from or related to your use of this Site, you agree to inform us in writing within one year of the adverse effect and to give us 90 days to propose a remedy before initiating any claim. Should the parties fail to remedy the adverse effect to the satisfaction of both parties, you acknowledge and agree that the sole and exclusive forum for the resolution of any claim shall be in arbitration.

### Intellectual Property Rights

The content and layout of this Site are the property of the Company and its affiliates and are protected by trademarks, copyrights, trade secrets, patents, and other proprietary rights. All trademarks, logos, names, and service marks displayed on the Site are the property of the Company, or its vendors, and any use of these without express written permission of the Company, or of the trademark owner, is prohibited.

### License to use this Site

Subject to these Terms of Use, the Company grants you a personal, nontransferable, nonexclusive, revocable, limited license to view the content on the Site. All rights, title and interest in and to the Site, including the content, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein shall remain with the Company and our licensors and vendors, and no ownership interest is transferred to you or any other entity by virtue of making the content available on the Site, granting the foregoing licenses or entering into this Agreement.

### Termination

You agree that your access to the Site and the services it provides is dependent upon your compliance with these Terms of Use. Additionally, the Company reserves the right to discontinue the operation of the Site and its services at any time. Your access to the Site and the use of your account may also be terminated if you breach any of these Terms of Use or if your use of the services and your account is in a manner unauthorized by the Company. In the aforementioned event, the Company may terminate your access and account effective immediately and without notice. You agree that you are not entitled to any compensation as a result of the termination, regardless of the cause of the termination.

## PRIVACY POLICY

Protecting your personal information is important to the Company and the Company remains the sole owner of the information collected on the Site. Your information will not be shared, sold or rented to others in ways different from what is disclosed in this statement. This Privacy Policy applies to the use of your personally identifiable information that you provide when accessing this Site and the policy is separate from the Notice of Privacy Practices/HIPAA Privacy Statement - Use and Disclosure of Protected Health Information.

### Registration

In order to use the capabilities of the Site, you may need to complete a registration form. The information obtained during registration is used to set up your account.

### Privacy

All information obtained through your use of the Site is subject to our Terms of Use. If you do not agree to these terms, you are hereby prohibited from accessing the Site. The Company does not sell any personally identifiable information about you to any parties or provide any such information to anyone without your explicit permission or a court order. The Company has policies in place for handling and storing your personally identifiable information that comply with federal and state guidelines and are fully compliant with the Health Insurance Portability and Accountability Act (HIPAA).

### Information Collection and Sharing

Certain information, such as your IP address, your browsing history when on the Site, and how often you visit the Site is collected when you access the Site. By accessing the Site and, thereby, agreeing to the Terms of Use, you consent to the Company's use of the information collected through the Site in the following ways:

- i. Sharing information with entities, people, and government agencies employed by the Company for the purpose of performing tasks on behalf of the Company where the sharing of your information is required to maintain the Site's availability and ability to provide its services;
- ii. Sharing of aggregated demographic information not linked to any personally identifiable information with entities, people, and government agencies;
- iii. Sharing information with entities, people, and government agencies for the purposes of protecting the property, safety, and rights of the Company, its employees, vendors, licensors, other users of the Site, and the public, and in order to enforce or apply the Terms of Use; and
- iv. Sharing information during the process of a merger, acquisition, or bankruptcy of the Company with entities acquiring the Company's assets or the business.

### Security

The Company takes all reasonable measures in accordance with applicable laws to protect your online information. The information provided online via the Site is protected by Secure Socket Layer (SSL) technology helping safeguard the confidentiality of your information.

### Cookies

The use of cookies (small pieces of data being transferred between your web browser and the Company's web server) helps facilitate your use of the Site but you may select to not accept cookies from the Site, taking into consideration the possibility that certain features of the Site may not work as intended when the acceptance of cookies is disabled. The Company may use cookies or other passive means to gather information, other than that which you voluntarily provide on the Site, such as your IP address, the name of the domain and host, the date and time at which you are accessing the Site, and the name of your operating system and web browser.

### Updating Information

You may have the ability to update certain account information via the Site. The Company reserves the right to maintain a copy of your unrevised account information and to keep a record of your account information after the termination of the account.

### Notification of Changes

The Company reserves the right to make changes to the Privacy Policy at its sole discretion at any time without notice and such changes will become effective from the date on which they are first posted on the Site. Your continued use of the Site constitutes your acceptance of these changes. Should changes to the Privacy Policy be made by the Company, these changes will apply to all information obtained by the Company, regardless of the whether the information was created or received prior to or after the noted effective date. You are encouraged to periodically review the Privacy Policy for any changes.