

TERMS OF USE

By registering to use this website and secure services you agree unconditionally to accept the following terms of use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU WILL NOT BE ALLOWED TO REGISTER TO USE THESE SERVICES.

SECURITY DISCLAIMER

The Company works to protect this website and make it as secure as possible. However, please be aware that unauthorized third parties may possibly obtain illegal access to this website and may gain access to any transmissions sent or received by any party. By agreeing to these Terms of Use, you acknowledge that any communications may be illegally accessed by third parties, and that the Company is not responsible for any such security breaches.

MEDICAL LIABILITY DISCLAIMER

The Medical Content on this website is for general informational purposes only and is not intended to provide individualized medical diagnosis, treatment or advice. Reliance on information provided on this website is solely at your own risk. Never disregard professional medical advice or delay seeking it because of something you have read on this website. If you have a medical emergency, call your physician or 911 immediately. Do not use this website for medical emergencies.

GENERAL DISCLAIMERS

THE COMPANY DOES NOT REPRESENT OR GUARANTEE THE RELIABILITY, COMPLETENESS, TIMELINESS, OR ACCURACY OF ANY CONTENT PROVIDED BY THE WEBSITE. NOR DOES THE COMPANY MAKE ANY REPRESENTATIONS WHATSOEVER REGARDING THE RESULTS TO BE OBTAINED FROM USING THE WEBSITE. THE CONTENT MAY CONTAIN TYPOGRAPHICAL ERRORS OR INACCURACIES. CHANGES ARE PERIODICALLY MADE TO THE CONTENT, AND CHANGES MAY BE MADE AT ANY TIME WITHOUT NOTICE.

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Link to non-Company websites are provided solely as pointers to information on topics that may be useful to the portal, and the Company has no control over the content of these websites. If you choose to link to a website not controlled by the Company, the Company makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does the Company warrant that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. The Company does not guarantee the authenticity of documents on the Internet. Links to non-Company sites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such sites.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY, OR ANY OF ITS MEMBERS, SHAREHOLDERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, CONTENT PROVIDERS OR REPRESENTATIVES, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE OR ANY

MALFUNCTIONS, BREAKDOWNS, DELAYS OR COMPATIBILITY PROBLEMS WITH RESPECT TO THE WEBSITE, WHETHER BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT THEORIES, CONTRACT, PATENT OR COPYRIGHT LAWS, ANY OTHER LEGAL THEORY, OR ANY RESULTING DISRUPTION OF SERVICE (INCLUDING BUT NOT LIMITED TO HARDWARE OR SOFTWARE FAILURE, DAMAGE CAUSED BY NATURAL DISASTERS, WARS, CIVIL UNREST, ACT OF GOD, ACCIDENT, FIRE, WATER DAMAGE, EXPLOSION, OR MECHANICAL BREAKDOWN), REGARDLESS OF WHETHER THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WHEN USING THE WEBSITE, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM WHICH MAY BE BEYOND THE CONTROL AND JURISDICTION OF THE COMPANY AND ITS SUPPLIERS. ACCORDINGLY, THE COMPANY SHALL NOT ASSUME ANY LIABILITY FOR, OR RELATING TO, THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SERVICES.

RESTRICTIONS ON USE

As a condition to your use of the Services you agree that you will not, directly or indirectly through agents, representatives or affiliated persons or entities: (i) use the website in order to invade the privacy of, obtain the identity of, or obtain any personal information about any other user of the website; (ii) modify, erase or damage any information contained on the computer of any user connected to the website; (iii) reverse engineer any portion of the website; (iv) use the website or the Content in any manner that is inconsistent with the limited license granted herein; (v) upload or distribute in any way internet viruses, worms, Trojan horses, corrupted files, or any other software or programs that may potentially cause damage to the operation of the Company's computer systems or web servers or the computer systems of other users of the website; (vi) use the website to send bulk or commercial messages (i.e. "spam") or forge or misrepresent message headers to mask the originator of the message; or (vii) use the website for illegal purposes.

HIPAA REGULATIONS

PURSUANT TO THE LAWS OF HIPAA/HITECH AND ARRA, YOU AGREE TO THE FOLLOWING: YOU (i) SHALL USE OR DISCLOSE PROTECTED HEALTH INFORMATION (PHI) ONLY IN CONNECTION WITH FULFILLING YOUR DUTIES AND OBLIGATIONS TO THE COMPANY, AND THEN ONLY USE THE MINIMUM NECESSARY; (ii) SHALL NOT USE OR DISCLOSE PHI OTHER THAN AS PERMITTED BY THE COMPANY OR REQUIRED BY LAW; AND (iii) SHALL NOT USE OR DISCLOSE PHI IN ANY MANNER THAT VIOLATES APPLICABLE FEDERAL AND STATE LAWS OR WOULD VIOLATE SUCH LAWS IF USED OR DISCLOSED IN SUCH MANNER. PLEASE REPORT ANY SUSPECTED BREACHES OF PHI TO THE COMPANY'S COMPLIANCE AND SECURITY OFFICER(S) IMMEDIATELY.

PASSWORDS

As a registered user of the Services and in compliance with HIPAA/HITECH and ARRA, you will select a user password in order to access the website. You are solely responsible for maintaining the confidentiality of your password and agree not to share or give your password to anyone else. You agree to immediately notify the Company if you become aware of any loss, theft or unauthorized use of your password. You may contact your health plan customer service department with any questions or concerns.

TERMINATION

The Company reserves the right to refuse access to the website and to terminate your use of the Services at any time without notice if the Company believes that you have violated or acted inconsistently with any provision of these Terms of Use or any applicable law, policy, or regulation, or for any other reason within the Company's sole discretion, with or without cause.

ACKNOWLEDGEMENT

You acknowledge that the provisions, disclosures and disclaimers set forth in these Terms of Use are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Notwithstanding any provisions of these Terms of Use, the Company has available all remedies at law or equity to enforce these Terms of Use. There are no representations, promises, warranties or undertakings by the Company contrary to those set forth above.

By clicking "I have read the Terms of Use Agreement" you indicate your assent to be bound by these Terms of Use.