

Terms of Use

This application is offered by your health plan through an arrangement with CareMarket, Inc. (together, "we" or "us"). By using this application you are agreeing to the following:

USE OF THIS APPLICATION

The contents of this Application – whether the content is ours or is licensed to us by a third party -- are protected by copyright. We authorize you to view and download material on this Application solely for your own use. You may not sell or modify the material or otherwise use it for any commercial purpose.

You will not use this Application in violation of any laws, including the fraud and abuse or anti-kickback provisions of the federal Medicare and Medicaid laws.

You will not, and will not permit anyone else to: (1) modify, adapt, alter, translate or create derivative works of this Application; (2) use or merge this Application, or any component or element of this Application, with other software, databases or services not provided by us; (3) sublicense, distribute, sell or otherwise transfer the Application to any other party; (4) use the Application as a service bureau, or lease, rent or loan this Application to any third party; (5) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of this Application; (6) interfere in any manner with the operation of this Application; (7) circumvent, or attempt to circumvent, any electronic protection measures in place to regulate or control access to this Application; (8) create a database by systematically downloading and storing this Application; (9) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather information from this Application or reproduce or circumvent the navigational structure or presentation of this Application.

USE OF INFORMATION AND RESOURCES

We make this Application available for the purpose of providing information to consumers about our products and services. Nothing on this Application is intended to be a substitute for professional medical advice or for the care that patients receive from their physicians. Nothing in this Application is intended to be used for medical diagnosis or treatment. You should not disregard medical advice, or delay seeking medical advice, because of something you read on this Application.

We are not responsible for information provided by health information content providers, third party sites linked to or framed by the Application, and we do not make any representations regarding the content, accuracy, or timeliness of any of such information.

PASSWORDS AND ACCOUNT

If you are an authorized user your username and password (your "Login Information") will allow you to access certain information about you and your plan. You are solely responsible for controlling your Login Information and for authorizing, monitoring and controlling access to

your account. You agree to notify us immediately of any unauthorized use of your Login Information or of any need to deactivate the Login Information associated with your account.

ANONYMOUS IP ADDRESSES

We consider the protection of your health and personal information an important responsibility. Anonymous IP addresses are a technique known to be used by cyber criminals. Because of this, we do not allow for access to the secure member portal for users coming to the site with anonymous IP addresses. A blocked or anonymous IP address could be caused by your network, personal VPN, or other reasons. As a result, you may want to try to access the portal using a method that doesn't block your IP address or, if you are using a work computer, talk to your employer about how their network displays IP addresses.

USE OF VOICE ENABLED DEVICES

Authorization: By enabling and utilizing a health plan skill in my voice enabled device (Amazon Echo; Google Home) I am authorizing my health plan to disclose information about me (including protected health information) to my device manager (Amazon; Google). Once disclosed to the device manager, information about me will be solely governed by the terms and conditions established by the device manager, will no longer be controlled by my health plan, and may no longer be protected under the Health Insurance Portability and Accountability Act (HIPAA).

Additional Information: Your treatment, payment, enrollment and eligibility are not conditioned on your enabling or utilizing the health plan skill.

You can disable this skill at any time by opening up your voice enabled device app and disabling the action/skill manager. Disabling this skill will not affect any prior disclosure of your information to your device manager.

USE OF EMAIL AND FAX

We may provide email and fax links to further facilitate communication for our members and their designees and caregivers. Information collected through email may be shared with our member services department, other associates, or third parties that perform services on our behalf. Unless otherwise noted, email through our website is not a completely secure and confidential means of communication. Non-encrypted email may be accessed and viewed by other Internet users without your knowledge and permission while in transit to us.

Also, if you request that we email or fax information about you to someone using the email and fax capabilities in this Application, that email or fax may not be completely secure. Please verify email addresses and fax numbers carefully before submitting such a request. If you request that we send a dependent's card you are indicating to us you have the authority to do so.

USE OF TEXT

These Texting Terms and Conditions apply when you provide prior express consent to receive text messages from your health plan or their affiliates, subsidiaries, agents, contractors, or

vendors (in this section, "us" or "we" or "our"). Text messaging from us may include one-time or recurring texts related to your benefits, programs, products, services, and tools, and/or general health information. At enrollment for recurring texting programs, we specify the frequency of texts and information on how to unsubscribe and seek assistance. In all programs, you may text "STOP" to stop messaging for that program and "HELP" for help. Text messages will be sent to your mobile number using an automatic dialing system. Message and Data rates may apply.

Participation is optional. You are electing to receive PHI via text which makes the data transmitted available to your phone carrier and potentially others. We provide alternative means for communicating including phone. You understand you have these choices and have elected to opt-in for texting. We do not require that you agree to receive texts for this purpose to receive treatment, payment, or for benefits enrollment and eligibility.

If you no longer want to receive text messages from us, the sole and exclusive remedy is to end enrollment in the specific texting program.

Under no circumstances will we be liable for any direct or indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with use of text messaging whether or not we have been advised of the possibility of such damages. We do not guarantee the successful delivery of text messages by your wireless provider.

Messages sent by text may not be delivered if the mobile device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of wireless carriers may interfere with message delivery, including the terrain, proximity to buildings, foliage, weather, and the recipient's equipment. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or misdirected delivery of a text message; (b) inaccurate or incomplete content in a text message; or (c) use or reliance on the content of any text message for any purpose.

Please notify us immediately if your mobile number changes. We are not liable for any communication or transmission of information by text which happens because you did not report that your mobile number changed. Password-protecting mobile device(s) and enabling encryption, if available, is recommended.

Text messages may include protected health information (PHI). Since text messaging is unencrypted, there is a risk that this PHI could be intercepted or viewed by third parties, including others who access your device. When you choose to receive text messages from us, you do so at your own risk. Once texted, your information may no longer be regulated under HIPAA's Privacy Rule.

LINKING TO OTHER APPLICATIONS

From time to time we will provide links to websites not owned or controlled by us. We do this because we think the information might be of interest or use to you. A link to a third party

website does not constitute or imply endorsement by us. We cannot guarantee the quality or accuracy of information presented on third party websites. While we do our best to ensure your privacy, we cannot be responsible for the privacy practices of third party websites. We encourage you to review the privacy practices of any website you visit.

APPROPRIATENESS OF CONTENT

This Application is not intended to attract children under the age of 13. We do not collect personal information from any user that we know is under the age of 13. Some of the content on this Application may not be appropriate for children. Parents or guardians are solely responsible for providing supervision of minors' use of this Application.

DIGITAL MILLENIUM COPYRIGHT ACT

We respect the intellectual property of others. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on or through this Application, you must provide the following information to us when providing notice of the claimed infringement:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner and identification of the copyrighted work that is infringed;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number and/or email address;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted in writing to us at 220 Virginia Avenue, Indianapolis, IN 46204, ATTENTION: LEGAL DEPARTMENT/DMCA COMPLAINT. This information should not be construed as legal advice. For further details on the information required for valid DMCA notifications, see 17 U.S.C. 512(c)(3).

NO LIABILITY

No Liability. WE AND OUR LICENSORS AND SUPPLIERS (INCLUDING ALL PROVIDERS OF CONTENT FOR THIS APPLICATION) SHALL NOT BE LIABLE TO YOU, UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF LIABILITY OR INDEMNITY, FOR ANY DAMAGES OR PENALTIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE USE OR INABILITY TO USE THIS APPLICATION OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL BE LIABLE TO YOU ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU. THE REMEDIES STATED FOR YOU IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS AND CONDITIONS.

We and our licensors and suppliers are not responsible for any claims you may have against any medical professionals, suppliers of products or other persons, institutions or entities identified in whole or in part through this Application.

No Warranties. THE APPLICATION AND ITS SERVICES, CONTENT AND INFORMATION ARE PROVIDED "AS IS." WE AND OUR LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS

We are not licensed to sell products and services in all states. The descriptions of products and services contained on this Application may not contain all of the terms, conditions, limitations and exclusions that may be applicable. Before purchasing any health plan you should read the contract or explanation of benefits that contains all exclusions and limitations on coverage.

TERMINATION

We may terminate any user's right to use this Application at any time. We reserve the right to block, delete or stop the uploading of materials and communications that we find unacceptable for any reason. If your right to use this site ends, you shall make no further use of this site or any information obtained from this site.

CHANGES TO THESE TERMS

We may revise, modify or amend these Terms at any time. Any such revision, modification or amendment shall be effective immediately upon either posting it to the Application or otherwise notifying you. These terms were most recently updated November 1, 2016.

MISCELLANEOUS

We make no claims that the content and information included at this Application is appropriate or may be downloaded outside of the United States. Access to the content and information included at this Application may not be legal by certain persons or in certain countries. If you access this Application from outside the United States, you do so at your own risk and are solely responsible for compliance with the laws of your jurisdiction and any other applicable laws. These Terms shall be governed and construed in accordance with the laws of the State of Indiana without regard to the choice of law provisions of any jurisdiction. We may without notice to you assign our rights and duties under these Terms to any party at any time. Failure to enforce or insist on strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. You agree that any legal action or proceeding between us and you in any way related to these Terms shall be brought exclusively in a court of a competent jurisdiction sitting in Indianapolis, Indiana. Any cause of action or claim you may have against or involving us must be commenced within one year after the claim or cause of action arises. Neither the course of conduct between the parties nor trade practice shall modify the provisions of these Terms. The invalidity or unenforceability of any provision shall not in any way affect the validity or enforceability of the rest of these Terms. These Terms constitutes the entire agreement between you and us regarding your use of this Application, and it supersedes

all prior agreements, representations, proposals and other communications with respect this Application and its content.

QUESTIONS

If you have questions and comments, or if you believe that your confidentiality has been breached or that any of your communications have been intercepted, or you wish to notify us regarding a suspected violation of these Terms, please contact us at support@sydneyhealth.com.

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