

Website Use Terms and Conditions / Online Service Agreement. The following paragraphs on this page describe the Terms and Conditions for use of this website.

Please read this agreement carefully before accessing or using this Internet service (herein after referred to as "website").

By accessing or using this website, you agree to be bound by the terms, and conditions set forth herein, and acknowledge that you understand all terms including the disclaimer statements.

If you do not agree to be bound by the terms and conditions of this agreement, you are prohibited from accessing or using this website.

The party responsible for creating this website (herein after referred to as "sponsor") owns all material displayed on this website and maintains this website for your personal information, education, and non-commercial use.

If you are not an employee of the referenced employer (referenced employer refers to the company that is offering benefits) that is referenced in this website or an authorized vendor (authorized vendor refers to the party making payment to the sponsor) you are prohibited from accessing this website.

Please feel free to browse, communicate with, and otherwise use the website. At the same time, please keep in mind that your access to this website is subject to the terms and conditions described here.

Modifications to Website Use Terms and Conditions

Sponsor reserves the right to change the terms, conditions, and notices under which the sponsor websites are offered. You are responsible for regularly reviewing these terms and conditions.

No Warranties for this Website

Sponsor uses reasonable methods to post accurate and up-to-date information on this website. Because of the possibility of human and mechanical error, as well as other factors, the sponsor disclaims any implied warranty of any kind, including representation about its accuracy, completeness, or appropriateness or fitness for a particular purpose, and non-infringement. You assume full responsibility for using the information on this site, and you understand and agree that we are neither responsible nor liable for any claim, loss, or damage resulting from its use. You agree to use this website on an "AS IS" and an "AS AVAILABLE" basis. All faults as to satisfactory quality, performance, accuracy, and effort remain with you.

The sponsor may reference specific products or services but those references do not constitute or imply a recommendation or endorsement by those parties, unless those parties explicitly state it.

No Liabilities for this Website

The sponsor will not be liable for any delay, difficulty in use, inaccuracy or incompleteness of information, computer viruses, malicious code, loss of data, compatibility issues, or otherwise. Sponsor will not be liable even if someone has advised us of the possibility of such damages or loss, and/or someone has informed us of a problem with the website or its content. You use the site at your own risk. The sponsor is not liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your access to this website, or any other internet link provide to another external website.

By using this site, you accept at your own risk that the Internet may not perform as intended despite the best efforts of the sponsor, your best efforts, and the best efforts of your Internet service providers.

In preparation of this website, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information or construction may occur. Sponsor and authorized vendors disclaim any responsibility for typographical errors and accuracy of the information that may be contained on the website. The information and data included on the website has been compiled from a variety of sources, and are subject to change without notice to you.

Sponsor and authorized vendors make no warranties or representations whatsoever regarding the quality, content, completeness, suitability, adequacy, sequence, accuracy, or timeliness of such information and data.

Site Information

The information provided in this website is not intended to replace or modify the terms, conditions, limitations, and exclusions contained within health benefit plans issued or administered by your insurance carriers. In the event of a conflict between the information contained on this website and your plan documents, your plan documents shall control.

The information contained in this website is not a guarantee of coverage. Members must check with their Plan Administrator, Human Resource Department and/or insurance carrier to confirm eligibility, enrollment information and benefit-specific terms, conditions, limitations and exclusions.

The information contained on this website is for general information purposes only. It is not meant as a substitute for health care advice. If you have any medical or health-related questions, please contact your physician or health care provider. In no event will the sponsor be liable to you or to anyone else for any decision made or action taken by you or anyone else in reliance on information obtained from this website or from any websites linked to this site.

Ownership, License and Restrictions on Use of Materials

Sponsor maintains all ownership rights, title and interest for all property stored on this website and all websites stored on sponsor owned and leased internet domains and all domain name extensions including all text, graphics, menu structures, software code, copyrights, trademarks, employee benefit content and tables, and other intellectual property (hereinafter referred to as "sponsor content"). Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

Any party accessing this website and copying sponsor content or provided with information or sponsor content that originates on this website is prohibited from using any information retrieved to provide a similar, competing service to protect the investment made by the sponsor.

Any party involved in the commerce of the distribution of a competing employee benefits technology, employee benefit communication or competing employee benefit website service, including electronic benefit enrollment, printed employee benefit information guides, brochures, or summaries, that is not a sponsor authorized vendor is prohibited from accessing this website for intellectual property protection purposes.

To protect all parties, sponsor codes each page and document within this website with an electronic code (herein after referred to as "fingerprint code") for tracking sponsor content removed from this site and re-posted in an unauthorized location. Should electronic searches detect our fingerprint code residing in non-sponsor electronic systems, the terms of this agreement, including penalties and all liability, shall extend to all parties deemed to be involved, including: parties with prior access, parties currently using sponsor owned property, parties owning internet domains where this information resides and all targeted end users. Sponsor reserves the right to contact all parties with a notice of unauthorized use of intellectual property and contact all involved, including: parties with prior access, parties currently using sponsor owned property, parties owning internet domains where this information resides and all targeted end users.

Any sponsor content copied from this website is subject to a \$100,000 copyright infringement penalty. Any party copying sponsor content from this website for commercial use is subject to an additional \$200,000 intellectual property theft penalty and up to 5 years in prison. Parties redistributing any sponsor content are subject to a \$10,000 fine per distributed copy or when distributed via the internet or other electronic mass media will be subject to an additional \$100,000 fine.

Parties engaged in the business of employee benefit consulting or brokerage (hereafter deemed "consultant") that are illegally using sponsor content or are using and distributing sponsor content without sponsor approval are subject to a lost revenue fine of \$10,000 fine per active consultant client (a \$10,000 value has been assigned to sponsor website as precedent based on historical accounting values). Parties using sponsor content have a significant advantage to offer sponsor content free of charge to existing clients and this lost revenue fine is deemed to be lost and unrecoverable revenue to sponsor. Whether or not a competitor has implemented a website is immaterial as using sponsor owned intellectual property allows each consultant to enter the business of offering employee benefit websites without making any investment to engage in the distribution of employee benefit websites. Therefore any existing consultant clients are eligible for this service and are deemed to be illegally removed from fair competition and thus, categorized as lost revenue to sponsor. These clients include all consultant clients including clients based on revenue received from commission based compensation or fee based compensation and clients listed on 5500 reports.

In addition, any costs incurred by sponsor to protect our sponsor content, including sponsor staff time, attorneys fees, legal costs, court costs or any other costs incurred as a result of the violation of these terms will also be reimbursable to sponsor in addition to the above penalties under the terms of these Website Use Terms and Conditions.

Parties in violation of these terms that duplicate specific client websites under sponsor contract may also be subject to a \$15,000 unauthorized access penalty and \$5,000 per page load as recorded by sponsor if accessing information from sponsor client web pages. This means that, for each document and/or page accessed (and potentially copied) from our website, there will be a \$5,000 penalty. In addition to these penalties and unauthorized access fines, any party caught copying sponsor content from this website will be prosecuted to the fullest extent of governing copyright and intellectual property protection laws. Prohibited Uses. You may not:

1. republish or distribute information from any sponsor website (including by posting same on any other non-sponsor owned website);
2. modify information from any sponsor website;
3. disassemble, decode, decompile, or otherwise reverse engineer any sponsor website, including, without limitation, any interfaces or software programs comprising any sponsor website
4. take any action that would impede or interfere with the operation of any sponsor website or alter the contents of any sponsor website, or alter or interfere with any other content, site or software that sponsor owns or controls;
5. directly or indirectly, change, recompile, reframe, rent, sell, distribute or publish any of any sponsor website or sponsor content, any database thereon and/or any content thereon, or any portion thereof;
6. use any data mining, robots or similar data gathering and extraction methods with respect to any sponsor website or any portion thereof; or
7. use any sponsor website directly or indirectly in competition with sponsor website in any way whatsoever.

You are hereby granted a nonexclusive, nontransferable, limited license to view and use information retrieved from this site provided solely for your personal information, education, and non-commercial use. Except as expressly provided above, no part of this site may be reproduced, republished, copied, transmitted, or distributed in any form or by any means. In no event shall materials from this site be stored in any information storage and retrieval system without prior written permission from sponsor.

As an individual, you may, for personal use, bookmark or point to any page within this site.

Site System Integrity

You may access this system for normal use. You may not use any device, software, routine, or agent to interfere or attempt to interfere with the proper working of this site. The sponsor does not guarantee continuous, uninterrupted access to this website. Numerous actions beyond the control of the sponsor may interfere with this site.

Links referenced out of the Site

While visiting this website, you may be redirected to certain third party websites (herein after referred to as "third party websites"). We provide links to other sites solely as pointers to information on topics that may be useful to you. The parties responsible for providing a third party website are out of the sponsor control and therefore fall outside of the sponsor's property. Some of these websites may request user names, passwords, or other personal or private information. Sponsor is not liable for, nor do we have any control over the content, accuracy, or usability of these external links. Sponsor also does not warrant that these sites are free from any claims of copyright, trademark, or other infringement of the rights of third parties, or that such sites are free of computer viruses. Sponsor is also not responsible for the contents of any site linked from this site. You assume sole responsibility for use of third party websites.

Governing Law

The laws of the State of Virginia govern this Agreement, without regard to conflict of law principals. Your access to and use of this website is governed by the Terms of this Online Service Agreement.

Integration and Severability

In the event that the sponsor fails to enforce any of their rights under this Agreement, or applicable laws, it shall not constitute a waiver of such right or any other right(s).

This Agreement constitutes the entire agreement between you and the sponsor.