



## Website and web portal terms and conditions

### Terms of use

IT IS VERY IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS VERY CAREFULLY. By accessing, browsing and/or using this secure web portal website, you accept and agree to be bound by this agreement, the Disclaimer, and the Web Privacy Policy (collectively, the "Terms and Conditions"). If you do not agree to all of these Terms and Conditions, you may not access or use this website. Fallon Health and its subsidiaries and affiliates may revise and update the Terms and Conditions from time to time without notice. Your continued use of this website means you accept those changes.

Fallon Health also has the right to make changes to the products, benefits and features described within this website.

### Disclaimer

IF YOU HAVE A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 TO GET PROMPT MEDICAL ATTENTION. The information on this website is not to be construed as medical advice or recommendations or as a substitute for professional medical advice. You should consult with a physician or other healthcare professional for any healthcare concerns including without limitation before you take any prescription or over-the-counter drugs. The information provided on this website does not replace the relationship that exists between patients and their physicians or other healthcare professionals. Never disregard your physician's or other healthcare provider's advice or delay seeking their advice as a result of anything you have read on this website. All materials and information contained herein is provided "as is" and is for educational purposes only. Reliance on any information provided on this website or otherwise from Fallon Health is solely at your own risk. Fallon Health periodically changes and updates the information on this website. Some information on this website may be out of date at any given time.

Fallon Health does not endorse or guarantee references or sites listed, and no favorable or unfavorable inference should be drawn from our listing or failure to list any resource here. You should direct any questions concerning personal health care to licensed physicians or other appropriate health care professionals.

Please do not send us any medical questions, requests for service, or clinical concerns regarding care or treatment via email. This website is not intended for that purpose and we do not provide this type of information via email.

For all inquiries, please be aware that we cannot guarantee the confidentiality or security of email. Please do not send any information that you would consider confidential to any of the email addresses on this website, or through the contact forms that may be provided. By providing your email address, you acknowledge this fact and authorize us to respond to you using email.

In partnership with other online health information providers, Fallon Health is identified as the supplier of all information posted on this secure web portal website. Fallon Health makes a reasonable effort to

include accurate, complete, and current information on this website, however, we are not responsible for errors or omissions, nor are we able to guarantee the adequacy, completeness or accuracy of the information. THE INFORMATION IS PROVIDED AS IS AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION ABOUT THE ACCURACY OR ENTIRETY OF SUCH INFORMATION ON OUR SECURE WEB PORTAL, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR THE FITNESS FOR A PARTICULAR PURPOSE. As the user of this website, you acknowledge that you are the recipient of this information and therefore you must take full responsibility for how you use the information on this website, and you comprehend and agree that Fallon Health is neither responsible nor liable for any claim, loss or damage resulting from this website usage.

FALLON HEALTH DOES NOT REPRESENT OR WARRANT THAT:

1. ANY FUNCTIONS CONTAINED IN ANY OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE;
2. ANY DEFECTS WILL BE CORRECTED; OR
3. THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR WILL NOT BE ACCESSED BY UNAUTHORIZED USERS OR HACKERS ATTEMPTING TO OBTAIN ACCESS TO THIS WEBSITE OR INFORMATION TRANSMITTED TO OR FROM FALLON HEALTH 'S WEBSITES.

Unless explicitly stated, Fallon Health does not endorse or recommend any specific products or services mentioned on this secure web portal website. The content is provided for informational purposes and does not constitute a representation or warranty of or solicitation or an offer to provide such products or services. The views, beliefs and opinions expressed within this website may not necessarily be those, or reflect those, of Fallon Health. This website may contain specific health and medical information, none of which should be implied as specific to the user's personal medical or health condition. No information, expressed or implied, should be deemed or construed as medical, health or professional advice by Fallon Health.

Members should contact their primary care provider for any medical, health or professional advice related to his or her own personal medical or health condition. If you are a member of Fallon Health and require immediate assistance for a non-medical question or problem, call Fallon Health Customer Service at 1-800-868-5200 (TRS 711), Monday, Tuesday, Thursday, and Friday from 8 a.m. to 6 p.m. and Wednesday from 10 a.m. to 6 p.m.

### **Website security, confidentiality and registration**

Fallon Health has implemented technical industry standard practices in order to provide security for our users' online transactions. At Fallon Health, security is a priority, and we have taken the appropriate measures to ensure the confidentiality, integrity and availability of personal information about our members, providers, employers, brokers or anyone else that uses our secure web portal.

Fallon Health also protects transmission of secure personal health information between a user's browser and a Fallon Health secure web portal and all information on a Fallon Health secure web portal is also protected against unofficial access using appropriate industry standard security practices. For security information, please read below, and the Fallon Health Web Privacy Policy.

All users of a Fallon Health secure web portal shall create a user ID and password, where required, to further protect privacy. It is very important not to share or give your user ID or password with anyone. You

are responsible for maintaining the security of your password and use by any person(s) who may have access to your account.

All information stored within the Fallon Health secure web portal is kept in a secure server, with the protection of a firewall. All users of a Fallon Health secure web portal are required to have a browser that supports 128-bit encryption, which is needed to scramble transmitted information assisted by encryption technology. Once you have entered the secure member portal, you can confirm the page you are viewing is secure by the padlock symbol located on the bottom-right of your web browser.

The information you provide us within a Fallon Health secure web portal is only used to complete any requests you make through the portal. All data received through a Fallon Health secure member portal is confidential and is available only to authorized Fallon Health employees and agents who have a need to know for purposes of providing products or services to you. All employees of Fallon Health are required to complete privacy training and also sign confidentiality agreements to ensure that any private information they have receive during their work is treated with the highest confidentiality and respect. Except as set forth herein, Fallon Health will not disclose any identifiable data to third parties without your consent, unless otherwise required by law. Fallon Health defines identifiable data as the first and last name, mailing address, email address(s) and telephone numbers. Members can give others permission to access such information by filling out a legal document.

## LIMITATION OF LIABILITY

IN NO EVENT SHALL Fallon Health , ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR OTHER DAMAGES WHATSOEVER RELATING TO, ARISING OUT OF OR RESULTING FROM ACCESS TO, THE USE OR LOSS/INABILITY OF USE OF THIS SECURE PORTAL WEBSITE OR ANY OTHER WEBSITE LINKED TO THIS WEBSITE, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENT OR CONDUCT OF ANY THIRD PARTY, ANY INFORMATION CONTAINED ON ANY FALLON HEALTH WEBSITES, ANY INFORMATION, DATA OR OTHER MATERIAL TRANSMITTED THROUGH OR RESIDING ON ANY FALLON HEALTH WEBSITES, ERRORS OR OMISSIONS IN THE CONTENT HEREOF, OR ANY OTHER MATTER RELATING TO YOUR USE OF OR ACCESS TO FALLON HEALTH 'S WEBSITES INCLUDING, WITHOUT LIMITATION, LOST BUSINESS, DATA OR PROFITS. LITIGATION AND THE LIKE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATE STATUES MAY APPLY REGARDING LIMITATION OF LIABILITY.

YOU HEREBY RELEASE AND FOREVER WAIVE AND DISCHARGE ANY AND ALL CLAIMS AND LIABILITIES YOU MAY HAVE AGAINST FALLON HEALTH FROM ANY AND ALL MATTERS RELATING TO YOUR USE OF ANY FALLON HEALTH WEBSITE.

## Indemnification

You shall defend, hold harmless and indemnify Fallon Health and its officers, agents, co-branders or other partners and employees against any and all claims, liability, damages or judgments, including, but not limited to, reasonable attorneys' fees, that arise out of any designated individual's and/or your use of

Fallon Health websites, breach of the terms of this agreement, violation of any rights of another or violation of any applicable state or federal law.

## **Communications with Fallon Health**

Fallon Health will not respond to any specific requests made about your own personal medical or health questions or concerns. Fallon Health recommends that all personal medical or health questions or concerns are made to your primary care provider. If you require an immediate response to non-medical questions or problems related to your health care coverage, please call Fallon Health Customer Service at 1-800-868-5200 (TRS 711), Monday, Tuesday, Thursday, and Friday from 8 a.m. to 6 p.m. and Wednesday from 10 a.m. to 6 p.m. Email that is sent to Fallon Health may not be encrypted and may be accessed and viewed by other Internet users without your knowledge when it is electronically transmitted to Fallon Health. Fallon Health offers members the opportunity to reach a Customer Service Representative who is available to discuss personal information related specifically to a member's health care. The Customer Service Representative will share your comments, concerns and questions with those Fallon Health employees who are most apt to handle such requests.

## **Terms and conditions, restrictions and revisions**

By accessing, browsing and/or using this website, you accept and agree to be bound by this agreement, the Privacy Policy, Disclaimer and all other policies, restrictions, conditions and notices found by clicking on the links on the bottom of the home page and any page of this website, all of which are incorporated herein by reference. Please review this agreement, the Privacy Policy, Disclaimer, and all other policies, restrictions, conditions and notices which govern your visit to this website, each time you visit this website.

Fallon Health has no obligation to update any information or content on any Fallon Health website, and information or content may be out of date at any given time. Fallon Health may also make improvements and/or changes in the information or content contained in any Fallon Health website at any time without prior notice.

Each time you visit the website or any Fallon Health website it is your responsibility to review the then most current Terms and Conditions and any other policies, restrictions, conditions and notices on this website or any Fallon Health website and by accessing, browsing, and/or using this website or any Fallon Health website, you accept and agree to be bound by the most current Terms and Conditions and any other policies, restrictions, conditions and notices on this website or such other Fallon Health website.

## **Governing law and jurisdiction**

Accessing this website or any Fallon Health website or use of any of its content or services from locations where such access or use of its content or services is illegal and prohibited. Notwithstanding the laws of the location from which you access this site, you agree that the statutes and laws of the State of New York, notwithstanding any principles or conflicts of law, will apply to all matters relating to the use of this website and all Fallon Health websites and you are responsible for compliance with applicable laws, whether federal, state, or local pertaining to your use of Fallon Health websites. You and Fallon Health also agree and hereby submit to the exclusive personal jurisdiction of, and venue in, the State courts of New York, and the Federal Court(s) located within New York with respect to such matters. If any part of

these Terms and Conditions are deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

## Copyright and service/trademarks

This website and its contents are protected by copyright, all rights reserved. All works of authorship contained at this site, including, but not limited to, text, images, and their arrangement, are owned by Fallon Health or its affiliates (except as otherwise noted). All service/trademarks are owned by or licensed to Fallon Health, its subsidiaries, or affiliates, any other product name or company name mentioned in this site may be a service trademark of its owner. You may not reproduce, copy, or redistribute the design, layout, or individual elements of this site design without the express written permission of Fallon Health. If you have a preexisting agreement with Fallon Health, that agreement will specify your rights and obligations regarding the use of Fallon Health service/trademarks. If you do not have an existing agreement with Fallon Health that specifically authorizes such use. The use, reproduction, copying or redistribution of any Fallon Health service/trademark is strictly prohibited without the prior written permission of Fallon Health.

You may download or print a copy of information found on our site for your personal use only. You may not download or print any document or graphic for any other purpose and you may not modify any document before downloading or printing, unless you obtain written permission from the copyright holder(s). You may not post Fallon Health content on a public access site.

## Links and linking

Links to other websites are provided as internet navigation tools only. Those other websites contain information created, published, maintained, or otherwise posted by persons or entities independent of Fallon Health. Fallon Health does not control those websites; nor does Fallon Health guarantee the content, accuracy, completeness, or timeliness of information on other websites. The owners/operators of those websites do not necessarily endorse Fallon Health products or services, nor are they responsible for the content of this website. Linkage to other websites does not constitute or imply an endorsement, recommendation, or preference by Fallon Health, and Fallon Health accepts no responsibility for the content, products and/or services provided at such websites and specifically disclaims same.

Use of any information obtained from other websites is voluntary, and entirely at your own risk. Fallon Health assumes no responsibility for:

1. Your use of the information obtained at any website linked to a Fallon Health website, or
2. The content of such information, including, but not limited to, errors or omissions, the accuracy or reasonableness of the content, the defamatory nature of any statements contained therein, ownership of copyright or other intellectual property rights, or the violation of property, privacy, or personal rights of others by any such website.

Fallon Health is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use of, reference to, or reliance on such information from this website or any Fallon Health website and any other website including without limitation any website linked to a Fallon Health website. The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

## Establishing a link to this website

Fallon Health prohibits the use of the Fallon Health logo as a "hot" link to this site.

You may not, without obtaining Fallon Health 's written permission, republish, redistribute or otherwise make any copies of the content on this site as part of the link, including by framing or similar means, or otherwise. You shall not use Fallon Health's name, trademark, symbol or service mark without prior written approval of Fallon Health.

## Minors

The content of this website and all Fallon Health's websites is directed at adults. If you are under the age of 18, please consult with a parent or guardian and do not use this website without their monitoring and assistance.

## Proprietary rights

Fallon Health retains ownership of all Fallon Health 's websites and any material provided there under, and all rights, title, and interest therein, including, without limitation, all patents, copyrights, trade secrets, trademarks and other proprietary rights. You acknowledge and agree that Fallon Health's websites, and any necessary software used in connection with Fallon Health's websites ("Software") are proprietary and confidential and are protected by applicable intellectual property and other laws. Except as expressly authorized by Fallon Health , you shall not modify, rent, lease, loan, sell, distribute or create derivative works based on Fallon Health 's websites or the Software, in whole or in part. You shall not claim or assert any right or title to Fallon Health's websites and/or Software.

You shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Fallon Health 's websites or Software. You shall not modify the Fallon Health's websites or the Software in any manner or form, or use modified versions of the Software. You shall not access the Fallon Health's websites by any means other than through the interface that is provided by Fallon Health.

In the event of any breach of the terms of this provision by you and/or any individual designated by you, you acknowledge and agree that Fallon Health would suffer irreparable harm and shall therefore be entitled to seek relief, including, but not limited to, injunctive relief. The terms of this provision shall survive termination of this agreement.

## Questions?

If you have questions about the Web Privacy Policy and/or practices about this website, or for any questions related to health care coverage, your benefits, or about Fallon Health in general, call 1-800-868-5200 (TRS 711), Monday, Tuesday, Thursday, and Friday from 8 a.m. to 6 p.m. and Wednesday from 10 a.m. to 6 p.m.

*Last updated: January 8, 2018*