

# Terms of Use

## IMPORTANT NOTE REGARDING WEBSITE CONTENT

The information and content (collectively, “Content”) on this website is for your general educational information only.

This website is intended for a United States audience.

## Agreement and Terms

These website Terms of Use (“Terms”) describe the rules for using this website. These Terms constitute a legally binding agreement between you, the person using this website, and Equian. If you are helping another person use this website, these Terms constitute a legally binding agreement between both the helper and the person being helped and Equian. Terms such as “we” or “our” and “Company” refer to Equian and its affiliate entities.

By using this website, you agree to the most-recent Terms as well as the most-recent version of our [Privacy Policies](#). We may change these Terms at any time, and such changes will be posted on this or a similar page of this website. It is your responsibility to review these Terms each time you use this website. By continuing to use this website, you consent to any changes to our Terms.

By using this website, you acknowledge and agree that any activity on this website is subject to monitoring by the Company at any time, and that the Company may use the results of such monitoring without limitation, subject to applicable law.

If you enter into any other agreement with the Company, for example regarding health plan coverage, then these Terms are in addition to the terms of such other agreement. Neither entering into this agreement, nor visiting this website, nor any of these Terms, guarantees that you are eligible to receive coverage under any plan offered through this website or otherwise.

## License to use this website and content ownership

Subject to these Terms, the Company grants you a personal, nontransferable, nonexclusive, revocable, limited license to view the Content on the website for the sole purpose of collecting information regarding our plan and related activities such as, if permitted on this website, applying for a plan. You may also print a reasonable number of copies of the Content for your personal use, but in such case you must reproduce all proprietary copyright and trademark notices. All rights, title and interest in and to the website, 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 website, granting the foregoing licenses or entering into this Agreement.

In the event you choose to provide us with any feedback, suggestions, or similar communications, all such messages (collectively, “Feedback Messages”) will be considered non-personal, non-confidential (except for personal information as described in our Privacy Policies) and nonproprietary. You hereby grant the Company a perpetual, sublicensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your Feedback Messages, in whole or in part, and including all intellectual property rights therein.

Some websites operated by the Company include trademarks or logos belonging to other third-party licensors and are used pursuant to an agreement with such third parties.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Content terminates immediately. Upon the termination of this license you must stop using this website, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

## **Restrictions on use of this website**

You agree:

- not to use this website or Content in any way not explicitly permitted by these Terms or the text of the website itself;
- not to copy, modify or create derivative works involving the Content, except you may print a reasonable number of copies for your personal use, provided that you reproduce all proprietary copyright and trademark notices;
- not to misrepresent your identity or provide us with any false information in any information-collection portion of this website, such as a registration or application page;
- not to take any action intended to interfere with the operation of this website;
- not to access or attempt to access any portion of this website to which you have not been explicitly granted access;
- not to share any password assigned to or created by you with any third parties or use any password granted to or created by a third party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- to comply with all applicable laws and regulations while using this website or the Content. You represent and warrant that you are at least 13 years of age, and that if you are between 13 and 18 years of age a parent and/or guardian agrees to these Terms of Use on your behalf.

## **Posting messages, comments or content**

Certain portions of this website may be configured to permit users to post messages, comments, or other content. Any such content is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose. You agree not to post any content:

- which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or
- the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

You are solely responsible for the content of any postings you submit and the Company assumes no responsibility or liability for any content submitted by you or any other website visitor. We may, but are not obligated to, restrict or remove any and all content from a message that we determine in our sole discretion violates these Terms or is otherwise harmful to us, our customers, or any third party. We reserve the right to remove the content you provide at any time, but you understand that we may preserve and access a backup-copy, and we may disclose the content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is required by law or in the best interests of the Company.

Any content you submit is for non-commercial use only. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit. Never assume that you are anonymous and cannot be identified by your posts.

If you do post content or submit material, and unless we indicate otherwise, you grant the Company a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and Conditions and will not cause injury to any person or entity; and that you will indemnify the Company or its affiliates for all claims resulting from content you supply.

## **Copyright Infringement – DMCA Notice**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on this website infringes a copyright owned by you, you (or your agent) may send the Company a notice requesting that the material be removed, or access to it blocked. This request should be sent

to: Equian, LLC, Privacy Department, 5975 Castle Creek Pkwy, Suite 100, Indianapolis, Indiana 46250, United States.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) 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. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the website should be sent to the address above.

### **Changes to website content**

We may change, add or remove some or all of the Content on this website at any time. In addition, please note that although our goal is to provide accurate information, certain features that may be offered through this website, such as participating healthcare providers, pricing information or other Content, may not be accurate or up to date. In addition, please note that features of any plan or plans described in this website may change over time as permitted by law, including benefit levels, items included in any formulary, pricing or lists of participating providers or other associated vendors.

### **Links**

While visiting this website you may click on a link to other websites and leave this website. We provide links to other websites that may contain information that may be useful or interesting to you. We do not endorse, and are not responsible for, the content and accuracy of linked websites operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies on such third-party websites.

### **NO WARRANTIES**

ALL CONTENT ON THIS WEBSITE IS PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS. THE COMPANY, ALL THIRD PARTIES, IF ANY, PROVIDING CONTENT FOR THIS WEBSITE, AND ALL THIRD PARTIES PROVIDING SUPPORT OR INFORMATION FOR THIS WEBSITE (COLLECTIVELY, “WEBSITE-RELATED-PARTIES”) HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT

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Some states do not allow limitations on implied warranties, so one or more of the above limitations may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

## **LIMITATION OF LIABILITY**

YOU AGREE THAT NONE OF THE WEBSITE-RELATED-PARTIES SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS THE WEBSITE-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 TOTAL, CUMULATIVE, LIABILITY OF THE WEBSITE-RELATED-PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE WEBSITE-RELATED-PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL,

CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE WEBSITE OR CONTENT ARE EXCLUDED EVEN IF THE WEBSITE-RELATED-PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU USE THIS WEBSITE AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THIS WEBSITE OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

### **Governing law and statute of limitations**

The laws of the State of Minnesota govern these Terms and any cause of action arising under or relating to your use of the website, without reference to its choice-of-law principles. You agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of this website, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this website, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

### **Contact us**

To contact us regarding these Terms or the operation of the website itself, contact us at Equian, LLC, Privacy Department, 5975 Castle Creek Pkwy, Suite 100, Indianapolis, Indiana 46250, United States.

### **Effective date**

The Effective Date of these Terms is November 14, 2020.

### **Additional terms**

Your obligations under the following sections survive termination of this Agreement: Important Note Regarding Website Content; Agreement and Terms; portions of License to use this website and content ownership; Restrictions on use of this website; Posting messages, comments or content; Copyright Infringement – DMCA Notice; Changes to website content; Links; NO WARRANTIES; LIMITATION OF LIABILITY; Governing law and statute of limitations; Additional terms. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition. You agree to defend and

indemnify, Website-Related-Parties and their subsidiaries, affiliates, officers, directors, employees, and agents, harmless from any claim, demand, or damage, including reasonable attorneys' fees, arising out of or related to your breach of this Agreement or your use or misuse of the Content or website. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.