

## TERMS OF USE

### IMPORTANT - READ CAREFULLY.

These Terms of Use ("TOU") constitute a legal agreement between you and Elements Health Plans. ("EHP"), and govern this site and the information and products and services that EHP provides to you through this site. EHP may update the TOU periodically. Please make sure to read and agree to our TOS each time you visit the website. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our web pages. YOU AGREE TO BE BOUND BY THIS TOU BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR OTHERWISE USING THIS SITE. IF YOU DO NOT AGREE, DO NOT USE THIS SITE

### DESCRIPTION OF CONTENTS.

Through its web sites, EHP provides you with access to a variety of products, services, and content (collectively "Contents"). The Contents, including any updates, enhancements, and/or the addition of any new web sites, are subject to the TOU. The Contents are not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on this site. If you think you may have a medical emergency, call your doctor or 911 immediately. Reliance on any information on, or accessible through, this site is solely at your own risk.

### USE LIMITATION.

Unless otherwise specified, the Contents are for your internal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, materials, products or services obtained from the Contents.

### PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

See the Privacy Statement disclosures relating to the collection and use of your information.

### DISCLAIMERS; LIMITATION OF LIABILITY.

EHP, ITS SUPPLIERS, AND/OR ITS AGENTS MAKE NO REPRESENTATIONS ABOUT THIS SITE OR ANY CONTENTS FOR ANY PURPOSE. THIS SITE AND ALL CONTENTS ARE PROVIDED BY EHP ON AN "AS IS" BASIS AND "WITH ALL FAULTS". EHP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, ANY INFORMATION OR MATERIALS INCLUDED ON THIS SITE, OR ANY CONTENTS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EHP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. IN NO EVENT SHALL EHP, ITS SUPPLIERS, AND/OR ITS AGENTS BE LIABLE FOR

ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS SITE, ANY INFORMATION OR MATERIALS INCLUDED ON THIS SITE, OR ANY CONTENTS, INCLUDING, BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION BASED ON CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION.

THE INFORMATION PUBLISHED ON THIS SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION IN THIS SITE. EHP, ITS SUPPLIERS, AND/OR ITS AGENTS MAY MAKE CHANGES TO THE INFORMATION CONTAINED IN THIS SITE AT ANY TIME.

#### MEMBER ACCOUNT, PASSWORD, AND SECURITY.

If you are required to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify EHP immediately of any unauthorized use of your account or any other breach of security. EHP will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by EHP or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

#### NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of any Contents, you will not use such Contents for any purpose that violates any applicable laws or regulations, or that is prohibited by the TOU. You may not use this site in any manner that could damage, disable, overburden, or impair any server that hosts the EHP web sites, or the networks connected to any such server, or interfere with any other party's use and enjoyment of this site. You may not attempt to gain unauthorized access to any web site, other accounts, or to any Contents, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through this site.

EHP reserves the right at all times to disclose any information as EHP deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in EHP' sole discretion.

## INDEMNIFICATION

You agree to defend, indemnify, and hold EHP, its officers, directors, employees, agents, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of the TOU.

## MATERIALS PROVIDED TO EHP.

EHP does not claim ownership of the information you provide to EHP (including feedback and suggestions) or input or submissions to this web site (collectively "Submissions"). All personal data, including your health history, that you provide to EHP will be protected to a reasonable HIPAA standard. Your health data will be stored on a password protected server in an account that will not include your name or email address. EHP will never provide your health data or any other personal information to a third party without your approval. EHP will not use your individual health record for any purpose other than those explicitly stated in this agreement. EHP does reserve the right to use aggregate data to validate and update assessment technology.

## NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the representative below. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE. EHP' copyright agent for notice of claims of copyright infringement on this site is Arnie Freiman who can be reached as follows

Arnie Freiman

2224 NW Quimby

Portland, OR. 97210

Ph. 503.922.0708

E-mail: [info@elementshealth.com](mailto:info@elementshealth.com)

## LINKS TO THIRD PARTY SITES.

EHP MAY PROVIDE LINKS THAT WILL LET YOU LEAVE EHP' SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF EHP AND EHP IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. EHP IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY

LINKED SITE. EHP IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY EHP OF THE SITE.

COPYRIGHT NOTICE.

Copyright © 2011 EHP. All rights reserved.

Any rights not expressly granted herein are reserved.

Last updated on May 5, 2011.