

## ONLINE SERVICES AGREEMENT

Welcome to [www.CitizensChoiceHealth.com](http://www.CitizensChoiceHealth.com), the Website for Citizens Choice Healthplan (CCHP) HMO. Please take a moment to read through this Online Services Agreement (the "Agreement") before proceeding. This Agreement contains the terms and conditions you agree to when you use our Website. **AFTER READING THIS AGREEMENT COMPLETELY, YOU MUST CLICK ON "I AGREE" AT THE BOTTOM OF THIS SCREEN IN ORDER TO PROCEED.**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OUTLINED HEREIN. ALL TRANSACTIONS CONDUCTED ON THE WEB CARRY FULL LEGAL AUTHORITY AND SCOPE DICTATED BY LAW FOR PAPER TRANSACTIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE CONTAINED HEREIN.**

CCHP HMO may modify this Agreement at any time, and such modifications will be effective immediately upon either posting of the modified agreement on this Website or by notifying You (as defined herein below). You agree to review the agreement periodically to be aware of such modifications and Your continued access or use of the Service will be deemed Your conclusive acceptance of the modified agreement.

### **Agreement with CCHP HMO**

This Agreement is between you ("I", "Me", "MY", "You", "Your", or "User") and Citizens Choice Healthplan ("CCHP") HMO, the provider of the online information, transaction services and communication services. During the period in which I (User) am provided with authorized access to information of CCHP HMO Health Plans and subsidiaries and affiliates of CCHP HMO, I agree to the following provisions:

Information Systems Disclosure (Includes all affiliates of CCHP HMO):

1. CCHP HMO, by itself or through a vendor, may deny access to its information systems to anyone at any time, with or without cause.
2. CCHP HMO reserves the right to access, read, copy, delete and disclose CCHP HMO information. CCHP HMO reserves the right to inspect any and all files stored or transmitted by CCHP HMO or by Me when using the Service.
3. I will not use CCHP HMO's Internet facilities and computing resources in a manner which may violate the laws and regulations of the United States or any other nation, or the laws and regulations of any State, City, Province or other jurisdiction in any fashion.
4. I will maintain in strict confidence and will not use or disclose any information of CCHP HMO or its managed and/or contracted entities, including, but not limited

- to, insured, plan, member, client, patient, enrollee, medical information or any information contained on or in CCHP HMO's computing environment.
5. The use of passwords or Personal Identification Number (PIN) created by Me in using the Service does not create a right of privacy for Me. Passwords and PINs are designed to minimize unauthorized access. Passwords and PINs created to access the Service, should be memorized and kept private. CCHP HMO will never request that you reveal your password. If My password or PIN is accidentally revealed, I can generate a new password or PIN at any time.
  6. I may print a copy of the information contained on this Website for my personal use only. I may not reproduce or distribute the text or graphics to others or substantially copy the information on My own server, or link to this Website without prior written permission of CCHP HMO.
  7. If I become aware of any activity that threatens the security of CCHP HMO's Information Systems, I will immediately report the activity to CCHP HMO Compliance Hotline number at **1-562-207-4575**.
  8. I agree My actions will be in accordance with the rules of ethics and conduct of all applicable State and Federal rules, laws, and regulations. Proven misconduct could lead up to termination of my contract with CCHP HMO.

### **Consent to Electronic Transactions**

I, the User, and CCHP HMO acknowledge and agree that any and all transactions performed during the term of this Agreement that are conducted through the utilization of electronic transactions and verified by the use of electronic signatures are binding as stated by law. I understand that My consent, when issued electronically by use of My unique identifiers or passwords, bears the same legal authority as My written signature and is binding as stated by law.

I may obtain a paper copy of any electronic transaction by printing the Internet screens on which such information is present. Some types of information will be provided automatically in paper form. Examples of paper forms include, but are not limited to: any notice of cancellation, online enrollment applications and supplement forms.

I and CCHP HMO acknowledge and agree that all transactions conducted electronically bear the same legal authority as paper documents with written signatures and are binding as stated by law. Types of electronically conducted transactions include, but are not limited to the activity related below:

- Eligibility and enrollment status, Benefits
- Certificates, Plan Summaries such as Summary of Benefits
- Online enrollment, Commission
- Provider Directories, Evidence of Coverage and Drug Formularies
- Reporting, or
- Secured Messaging.

I and CCHP HMO agree that certain minimum hardware and software requirements must be met in order to conduct electronic transactions.

I may terminate this Agreement should I be unable to communicate electronically under these or any new technical requirements.

I understand that CCHP HMO cannot and does not guarantee or warrant that any files which may be available for downloading through the Service will be free of computer viruses or other code that manifests contaminating or destructive properties. I am responsible for implementing sufficient procedures and checkpoints to satisfy My particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

CCHP HMO:

- Does not assume any responsibility or risk for My use of the Service.
- Does not make any express or implied warranties, representations or endorsements whatsoever (including, without limitation, warranties of title or non-infringement or fitness for a particular purpose) with regard to the Service, or any information or service provided through the Service or on the Internet generally, and will not be liable for any cost or damage arising either directly or indirectly from My use of the Service.
- Does not warrant the accuracy, completeness, timeliness, or usefulness of any information, opinions, advice, services, merchandise or any other information provided through the Service or on the Internet generally.
- Is not responsible for any changes that may be required by My Internet Service Provider (ISP).
- Will in no event be liable to Me or anyone else for any decision made or action taken by Me or anyone else in reliance upon the information provided through the Service.
- Will under no circumstances and under any legal theory, tort, contract, or otherwise, be liable to Me or any other person for any indirect, special, incidental, or consequential damages or losses of any character whatsoever with regard to the service.

### **Privacy Policy**

Any information You submit through the Service or while using the Service, and any information collected about Your use of the Service by CCHP HMO, will be subject to [CCHP HMO's Privacy Policy](#). Please note, however, that all information you submit or disclose while using the Service will be provided to CCHP HMO. You specifically consent to this disclosure to CCHP HMO when you click the "I Agree" button below and/or when You use the Service.