

# Legal Disclaimer

By using this website (the "Service"), you agree to the following terms and conditions. Your continued access or use of the Service shall be deemed your acceptance of this Legal Disclaimer.

## The Service Provided by QualCare

The Service is provided by QualCare, Inc. ("QualCare" or "we"), an operating subsidiary of Cigna Corporation (which is a holding company and is not an insurance or an operating company), and not by Cigna Corporation. The QualCare name, logo, and other QualCare marks are owned by Cigna Intellectual Property, Inc.

## Products and Services

The Service provides information about the group health plan sponsored by your employer that is administered by Seton Insurance Company ("Seton") in conjunction with Cigna Health and Life Insurance Company ("CHLIC") and QualCare. The plan descriptions provided on the Service are for informational purposes only and are subject to change.

## Third Party Content

While using the Service, you may access certain third-party websites or content. We neither reviews, controls nor endorses the content and accuracy of any third party websites or other material, and therefore will not be responsible for their content and accuracy. Your access to third party websites and third party content is at your sole risk.

Other websites on the Internet may contain unedited, sexually explicit, violent, racist or other types of material, which may be offensive to you. Please access other websites at your own discretion.

## General Disclaimer

All material including any link to other sites and content found at linked sites is provided "as is" and without any express or implied warranties including warranties of merchantability or fitness for a particular purpose. Due to the nature of the Internet, We do not warrant that access to the Service will be uninterrupted or error free. We do not warrant or make any representations regarding the usefulness of or the expected results of the material contained on the Service. Note that some jurisdictions may not allow the exclusion of implied warranties so some of the above exclusions may not apply to you. Please check your local laws for any such restrictions.

## Viruses, Worms, Use of Files

We cannot and do not guarantee or warrant that files available for downloading from the Service are free of viruses, worms, Trojan horses or other code that has contaminating or destructive properties. We do not make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, noninfringement or fitness for a particular purpose) with respect to the files available for downloading from the Service. In no event will QualCare, Seton or CHLIC be liable to you or to anyone else for any decision made or action taken by you or anyone else in reliance on results obtained from use of files downloaded from the Service. These files may be downloaded and/or reprinted for personal use only. Permission to reprint or electronically reproduce any document or graphic in whole or in part for any reason except for personal use is expressly prohibited, unless prior written consent is obtained from the appropriate copyright holder.

## **Health Information**

The health information on the Service is provided by QualCare solely for informational purposes as a public service to promote consumer health. It is not meant to provide medical advice tailored to you in any way. It does not constitute medical advice and is not intended to be a substitute for proper medical care provided by a physician. QualCare assumes no responsibility for any circumstances arising out of the use, misuse, interpretation or application of any information supplied on the Service. Always consult with your doctor for appropriate examinations, treatment, testing, and care recommendations. Do not rely on information on this site as a tool for self-diagnosis.

If you have a medical emergency, call 911.

## **Trademarks**

There are references throughout the Service to various trademarks or service marks and these, whether registered or not, are the property of their respective owners.

## **Social Networking Media**

Your use of applications that enable the creation and sharing of content or the engagement in social networking (“Social Media”) is conditioned upon your compliance with the following:

1. Do not post or transmit any unlawful, threatening, abusive, libelous, defamatory, racist, obscene, vulgar, pornographic, profane or indecent information. This includes, without limitation, any transmissions that are or that encourage illegal conduct. This ban includes anything that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
2. Never post or transmit comments containing harassing or offensive language, using sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments.
3. Do not engage in disruptive activity online, including excessive use of scripts, sound waves or scrolling (repeating the same message over and over).
4. Do not post or transmit any information, software or other material that violates or infringes the rights of others. This prohibition includes material that constitutes an invasion of privacy or publicity rights permission from the owner.
5. Never post or transmit any information, software or other material that contains a virus, worm, Trojan horse or other code that has contaminating or destructive properties.
6. Do not post any information, software or other material for commercial purposes.
7. Do not solicit other users to join or contribute money to any online service or other organization, or advocate or attempt to persuade users to join in legal or illegal schemes.
8. Never pretend to be any other person or entity. Site users also may not falsely represent their professional or other affiliation with any person or entity.
9. Do not use the Service to collect personally identifiable information in violation of the privacy information posted on the Service.

You agree that QualCare, at its sole and absolute discretion, determines whether any information transmitted or received violates this provision.

You also agree to indemnify and hold QualCare and our employees, officers, directors and agents harmless from any claim or demand, including reasonable attorneys' fees, made by a third party arising from any information or material you contribute to the Social Media you access via the Service.

QualCare has no obligation to monitor Social Media. But we reserve the right to monitor any and

all information transmitted or received through the Service. QualCare may examine, record, copy and use any information on the Service in accordance with the privacy information posted on the Service. We reserve the right, in our sole and absolute discretion to remove any information or materials, in whole or in part, from Social Media.

When using the Service or Social Media, please be certain that anything you disclose does not compromise your personal safety. Please don't provide your name, phone number, social security number or any other personally identifying information to people you do not know. Don't continue any conversation online that makes you feel uncomfortable. Protect your safety and privacy.

### **Web-Enabled Mobile or Handheld Devices**

Certain web and smartphone applications of the Service have been designed to run on a personal computer, standard laptop or web-enabled mobile device. If you view or use the Service on a mobile or handheld device you may experience some display and functionality limitations. You may experience varying wireless network coverage and speed, depending on your geographic location and telecommunications provider. The Service should not be used while operating any motor vehicle, or in any other manner that might endanger yourself or others.

If your mobile device uses Global Positioning System (GPS) technology, trackers, or other location tracking tools, your location information may be used for purposes of determining your location when using a function on the Service that uses such information. While using the Service, if you allow your location information to be obtained, we will use this information solely to return your estimated location and to provide you with more personalized results and/or services. QualCare does not monitor your GPS tracking or location information, and does not save this information. We will not use this information to identify you or disclose this information to any third parties.

By using the Service you expressly agree and acknowledge that QualCare shall not responsible for any of the following: (a) performance limitations and/or failures experienced in connection with any wireless or Wi-Fi service used to access the Service; (b) data transmitted through wireless access that may be intercepted by unauthorized persons; or (3) your failure to physically secure and/or monitor your personal computer, laptop or wireless device or to protect your passwords, resulting in unauthorized access to the Service and/or your QualCare account or plan information.

While using any web-enabled mobile or handheld device to use the Service, standard mobile phone carrier and data usage charges will apply. You expressly agree and acknowledge that the use of any mobile or handheld device is at your sole risk and shall be in accordance with all applicable local, state and federal laws.

### **Updates and Reverse Engineering**

By using the Service, you agree to receive any applicable software updates that may be issued from time to time by QualCare. You agree to accept and install such updates as part of your use of the Service. You also agree not to reverse engineer, modify, decompile, adapt, translate, disassemble, or otherwise attempt to discover the source code of the Service and/or any QualCare application.

### **Limitation of Liability**

You agree by accessing the Service that under no circumstances or any theories of liability under international or civil, common or statutory law including but not limited to strict liability, negligence or other tort theories or contract, patent or copyright laws, will QualCare, Seton or CHLIC be liable for damages of any kind occurring from the use of the Service or any information, goods or services obtained on the Service including direct, indirect, consequential, incidental, or punitive damages (even if QualCare, Seton or CHLIC has been advised of the possibility of such damages), to the fullest extent permitted by law. Some jurisdictions do not allow the exclusion or limitation of certain damages so some of these limitations may not apply to you.

### **Calculations and Investment Decisions**

Financial calculators/calculations are provided for illustrative purposes only. You are responsible for verifying the accuracy and suitability of all assumptions and calculations. Please seek the advice of licensed and/or competent individuals before making any investment or financial planning decisions. Do not rely solely on financial calculators/calculations or financial or retirement information found on the Service.

### **Minors and the Children's Online Privacy Protection Act**

The Service does not direct content to Minors and do not intend to collect personal information from Minors and therefore are not subject to the Children's Online Privacy Protection Act.

If you allow your minor child, or a child for whom you are legal guardian (a "Minor"), to access and use the Service, you agree that you will be solely responsible for: (i) the online conduct of such Minor; (ii) monitoring such Minor's access to and use of the Service; and (iii) the consequences of any use.

### **The Digital Millennium Copyright Act**

We reserve the right, but not the obligation, to terminate your access to the Service if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. QualCare and its service providers accommodate and do not interfere with standard technical measures used by copyright owners to protect materials. QualCare has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Our designated agent to receive notification of claimed infringement is:

Jonathan Witte  
Two Liberty Place  
1601 Chestnut Street  
Philadelphia, PA 19192  
215.761.1964

Any notice regarding any infringement of copyright or of other proprietary rights must include the following information:

1. A signature of a person authorized to act on behalf of (i) the owner of an exclusive right that is allegedly infringed or (ii) the person defamed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

3. Identification of the material that is claimed to be infringing, or to be the subject of infringing activity, including information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.

If you choose to access the Service from outside the United States you do so on your own initiative and are responsible for compliance with U.S. and local laws, if and to the extent that local laws are applicable. Software is subject to United States export controls. No software may be downloaded or otherwise exported or re-exported (i) into (or to a national resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (ii) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of, or a national resident of any such country or on any such list. You agree to comply with U.S. export control laws and that you will not transfer any software or other content from the Service to a foreign national or foreign country in violation of those laws.

#### **Changes and Applicable Law**

We reserve the right to make changes to the Service and our Legal Disclaimer. We encourage you to review the Service and these terms periodically for any updates or changes. Your continued access or use of the Service shall be deemed your acceptance of these Legal Disclaimers and any changes and the reasonableness of these standards for notice of changes. Use of the Service and purchases of products from the Service will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law provisions. You agree that any legal action or proceeding between you and QualCare will be brought exclusively in a federal or state court of competent jurisdiction sitting in Philadelphia, Pennsylvania. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.