

NEVADA HEALTH SOLUTIONS WEBSITE TERMS AND CONDITIONS

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You acknowledge and agree that NHS Content contained in the Site or information presented to you through the Site may be protected by copyright, trademark, or patent law, or other proprietary rights and laws. Except as indicated, NHS is the owner of the copyright in the entire NHS Content (including images, text and look and feel attributes). All rights are reserved to NHS. Removing or altering the copyright notice on any material on the Site is prohibited. Any commercial use of NHS Content is prohibited without the prior written consent of NHS. Further, you agree that all NHS’s trademarks, trade names, service marks, logos and service names (collectively, the “**NHS Marks**”) are trademarks and are property of NHS. You agree not to display or use in any manner the NHS Marks, without the express prior permission of NHS. Use or misuse of the NHS Marks is expressly prohibited and may violate federal and state law. Except as expressly authorized by NHS or its affiliates, you agree not to modify, distribute, copy, reproduce or create derivative works based on the proprietary portions of this Site, in whole or in part. You may not reverse engineer, decompile, or disassemble the Site or its underlying technologies, except to the extent the foregoing restriction is expressly prohibited by applicable law. Please be advised that NHS actively enforces its intellectual property rights to the fullest extent of the law.

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NHS welcomes your feedback and suggestions about how to improve our products and services and this Site. By transmitting any suggestions, information, material, or other content (collectively, “**Materials**”) to NHS, you automatically grant NHS the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display such Materials (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. Further, NHS is free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to this Site for any purpose whatever, including but not limited to creating and marketing products and/or services using such information. NHS is not responsible and shall not be liable for the contents of Materials posted to the Site by visitors or persons other than NHS employees. Opinions or comments contained in Materials reflect the views of the author and not of NHS unless NHS expressly states to the contrary. You may not

post content or engage in any other activity on the Site that constitutes illegal activity, violates another's legal rights, or is disrupts or otherwise interferes with the Site.

You acknowledge and agree that NHS may archive, preserve, store or use any content you submit, post or upload to the Site and may also disclose that content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce these Terms and Conditions; (3) respond to claims that any content violates the rights of third-parties; or (4) protect the rights, property, or personal safety of NHS, the Site, its users and the public.

3. No Solicitation or Offer.

This Site is designed to provide general information about NHS, its products and/or services. Information on the Site is not intended to constitute an offer to sell or a solicitation of any particular product or service.

4. No Medical Services or Advice.

The content contained on the site (including any materials downloaded from the Site) is for information purposes only. Nothing contained, expressed, or implied in the Site is intended as nor shall be construed as medical advice. No doctor-patient relationship is established between NHS and you by reason of your use of this Site or under any circumstances whatsoever. Accordingly, the information set forth on the site (or in any materials downloaded from the Site) is not a substitute for professional medical advice or treatment. Individual inquiries about medical issues, or sensitive or confidential matters should be addressed to appropriate health care professionals. Never disregard professional medical advice or delay in seeking treatment because of something you have seen on the Site. By accessing and/or using the information on the Site, you agree and acknowledge that NHS, its affiliates and all parties involved in the production of the information on the Site make no representation of warranty as to the information provided on the Site and will not be held responsible for any loss or injury that relates to, or occurs during your use of, the information provided on this Site.

5. No Legal Advice.

Nothing contained, expressed, or implied in this Site is intended as, nor shall be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between NHS and you by reason of your use of this Site or under any circumstances whatever. The information in this Site is for general informational purposes only. If you have questions about any law, statute, regulation, or requirement expressly or implicitly referenced in this Site, you should contact your own legal counsel.

6. Confidentiality Is Not Guaranteed.

Please be advised that the confidentiality of any communication or material transmitted to NHS via the Site or Internet electronic mail cannot be guaranteed, including personal information such as your address or social security number. NHS is not responsible for any interception or interruption of any communications through the Internet or for changes to or losses of data. For personalized attention, you may also contact NHS by telephone at 855-392-0778 (toll-free) or 702-216-1653, or write us at Nevada Health Solutions, Attn: Customer Service, P.O. Box 61440. Las Vegas NV 89160.

7. User Obligations.

In consideration of your use of the Site and/or the NHS Services, you agree to be subject to certain obligations. For any information that you provide to us through the Site, you agree to provide true,

accurate, current, and complete information as prompted and you further agree that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions.

8. Account and Password Security.

Now or in the future, NHS may allow Site users to select a password and account designation upon completing a registration process for an online service or product provided through the Site. The entry of your password, account designation and/or other identifier serves as verification of your identity. Any instructions, choices, or requests you make on this Site will be considered your written permission to NHS and its associates to provide information or conduct transactions on your behalf, in accordance with any applicable policies, programs, or plans. You are responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password and account. You agree to: (i) notify NHS immediately of any unauthorized use of your password or account or any breach of security, and (ii) ensure that you fully exit from your account at the end of each session. You further agree not to use anyone else's password on the Site. NHS cannot and will not be liable for any loss or damage arising from your failure to comply with this provision. You are solely responsible for any loss of privacy or confidentiality of any personal information you enter if you move this information outside this Site or disclose your password or any other identifier to any other party. You agree to contact us immediately if you have reason to believe that someone has gained unauthorized access to your password or any other identifier. Please note that it is your sole responsibility to notify us of any errors or inaccuracies that may impact services or products you may receive through this Site.

9. Limitation of Liability. NHS will not be liable for:

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- the content of any third party, or any services offered by a third party, not controlled, owned, or operated by NHS that is accessed from or linked to this Site;
- the content, services or information provided by any website purporting to be operated by NHS or its affiliates, but not actually controlled, owned, or operated by NHS;
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- any direct, indirect, incidental, special, punitive or consequential damages arising out of or relating to use of or inability to use the Site, even if NHS has been advised of the possibility of such damages, including but not limited to, loss of profits, loss of data or loss of use damages. If you are dissatisfied with any portion of the Site, or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the Site.

10. Disclaimer of Warranty. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND INFORMATION AND MATERIAL IN THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH RESPECT TO THE SITE AND INFORMATION AND MATERIAL IN THE SITE, NHS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-

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- b. NHS MAKES NO WARRANTY THAT (i) THE SITE AND INFORMATION AND MATERIAL THEREIN WILL MEET YOUR REQUIREMENTS, (ii) THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR INFORMATION AND MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE, (iv) ANY ERRORS IN THE SITE OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED, AND (v) THE SITE AND ITS CONTENTS AND SERVER THAT MAKES THE SITE AVAILABLE WILL BE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS. NOTHING ON THIS SITE IS OR INTENDED TO BE THE LEGAL PLAN DOCUMENT. IN THE UNLIKELY EVENT THERE IS A DISCREPANCY BETWEEN THE SITE AND THE OFFICIAL PLAN DOCUMENT(S), THE OFFICIAL PLAN DOCUMENT(S) WILL CONTROL.
- c. ANY MATERIAL, INFORMATION, PRODUCTS OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DOWNLOADED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY INJURY, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NHS OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

12. Site Content, Corrections and Changes.

Despite efforts to keep NHS Content on the Site up to date, NHS cannot assume responsibility for any errors or omissions in these materials. NHS further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. NHS may make changes to these materials, or to any products or services described herein, at any time without notice, and makes no commitment to update the information contained herein. NHS shall not assume any responsibility or liability for any inaccuracies, errors or omissions on the Site, and shall have no obligation to honor transactions or information affected by such inaccuracies. NHS reserves the right to make changes, corrections, cancellations and/or improvements to the information on the Site, and to any services or products described on the Site, at any time without notice, including after confirmation of any transaction.

13. Termination.

You agree that NHS, in our sole discretion and with or without notice, may terminate your use of the Site (or any part thereof) for any reason, including, without limitation, for lack of use or if NHS believes that you have violated or acted inconsistently with the letter or spirit of the Terms and Conditions. NHS may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of the Terms and Conditions may be effected without prior notice, and acknowledge and agree that NHS may immediately bar any further access to the Site. Further, you agree that NHS shall not be liable to you or any third party for any termination of your access to the Site.

14. Indemnification.

You agree to defend, indemnify, and hold harmless NHS, its affiliates and subsidiaries, and all of their respective trustees, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorney's fees and litigation expenses) relating to or arising from your use of the Site and any breach by you of these Terms and Conditions.

15. Links to and from Other Web Sites.

This Site may, from time to time, contain links to other websites, or other content located on the Site that is not NHS Content, for the convenience of users in locating information and services that may be of interest. Visitors to the Site acknowledge that such third-party sites, and any third party Content contained on the Site, are maintained by persons or organizations over which NHS exercises no control, and NHS expressly disclaims any responsibility for the content, the accuracy of the information and/or quality of products or services provided by or advertised on these third-party websites. NHS does not control, endorse, promote, or have any affiliation with any other website, or the provider of any third-party content on the Site, unless expressly stated on the Site. Further, NHS prohibits unauthorized links to the Site and the framing of any information contained on the Site or any portion of the Site. NHS has no responsibility or liability for any material on other Web sites that may contain links to this Site.

16. Use of the Internet.

Use of the Internet is solely at your own risk and is subject to all applicable state, national and international laws and regulations. NHS and its affiliates are not liable for any loss resulting from a cause over which they do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

17. Governing Law and Jurisdiction.

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Nevada, without reference to its choice of law rules. By accessing, viewing, or using the material on the Site, you consent to the jurisdiction of the federal and state courts presiding in Las Vegas, Nevada, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by NHS from its offices within the United States. NHS makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Anyone who chooses to access this Site from other locations does so voluntarily and is responsible for compliance with applicable local laws.

18. Cookies.

Now or in the future, NHS may use cookies to store certain identifying information such as your session identifiers, provided such use is compliant with applicable law.

19. General Provisions.

These Terms and Conditions constitute the entire agreement between you and NHS with respect to your use of the Site. If any part of these Terms and Conditions is held to be invalid or unenforceable for any reason, the remaining parts will remain in full force and effect. You acknowledge that, in providing you

access to and use of the Site, NHS has relied on your agreement to be legally bound by these Terms and Conditions. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms and Conditions or use of the Site must be filed within one (1) year after such claim or cause of action arose, or be forever barred. The section headings and sub-headings contained in the Terms are for convenience only and have no legal or contractual effect. If you have any questions or concerns about this Site, the Terms and Conditions or the Privacy Policy, please contact us at 855-392-0778 (toll-free) or 702-216-1653, or write us at Nevada Health Solutions, Attn: Customer Service, P.O. Box 61440. Las Vegas NV 89160.



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