

The Portal Terms of Use (the “Terms”) apply to the websites, web-based services, Member and provider portals, and online applications (each a “Service”, together, the “Services”) operated by Maine Community Health Options (d/b/a Community Health Options) (“us”, “we”, “our”, “ours”).

By [clicking “Agree”/using our Applications], you agree to the below Terms. You agree that we may change the Terms at any time. We may post changes to the Terms on our website or on another Service. You are responsible for reviewing the Terms every time you use a Service.

The Terms are in addition to any other agreements you may have with us, including health plan agreements. Your use of a Service or agreeing to the Terms does not guarantee that you can receive coverage under a health plan we offer.

The Terms are a legally binding agreement between you and us.

Effective Date

The effective date of these Terms is January 30, 2020.

Use of the Services

You may use the Services for your own personal use but not for any third party or for commercial purposes.

These Services may only be used by persons at least 13 years of age. If you are less than 18 years of age, you must have a parent or guardian agree to the Terms on your behalf.

You may not:

- Use the Services except as permitted by the Terms
- Do anything to interfere with the functioning of the Services
- Attempt to access parts of the Services where we have not granted you access
- Provide false or misleading identity information to access the Services
- Modify any content contained in the Services
- Download or store the information in the Services in any systematic way
- Reverse engineer, modify, decompile, adapt, translate, disassemble or attempt to discover the source code of any Service
- Use the Services in an illegal way.

By using the Services, you agree that your activity on any of the Services may be monitored by us at any time and without limitation.

Disclaimers

The Services and the information contained in the Services are provided “as is” and without any express or implied warranty. We do not warrant that any of the information will be useful to you or provide any specific results for you. We may change all or any part of the Services at any time and without notice. We do not warrant that the Services will be available, uninterrupted or error-free. We do not warrant that errors will be corrected or that the Services are free of

viruses, worms, or other harmful software or code. You agree to take all precautions necessary to ensure that you are not harmed by viruses or harmful software or code.

The Services may provide information from or links to third parties. We do not make any representation or warranty about the accuracy, completeness, or timeliness of such information or services provided by third parties.

BY ACCESSING THE SERVICES, YOU AGREE THAT UNDER NO CIRCUMSTANCES OR ANY THEORIES OF LIABILITY INCLUDING BUT NOT LIMITED TORT OR CONTRACT, WILL WE BE LIABLE FOR DAMAGES OF ANY KIND OCCURRING FROM THE USE OF THE SERVICES OR ANY INFORMATION, GOODS OR SERVICES OBTAINED ON THE SERVICES INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMITTED BY LAW.

If a state law that limits disclaimers of warranties applies to you, the disclaimers of warranties in these Terms will apply to the maximum extent allowed by such state law.

Health Information

Health information in the Services is for general informational and educational purposes only. It is not intended to be a substitute for professional medical advice. You should not rely on the information in the Services for medical advice. You should not use the information for self-diagnosis or treatment. You should consult a qualified healthcare provider about your health questions and needs.

Health information is constantly changing. We do not represent or warrant that the health information in the Services is current or appropriate for you.

If you are having a medical emergency, you should immediately go to an emergency room or dial 9-1-1 or another local medical emergency number.

Privacy and Security

If you are our Member, we may provide access to a portal with specific information about your plan and benefits. You will need to provide a unique username (which must be an email address) and a password. You are solely responsible for the use of your username and password. You agree to notify us immediately of any unauthorized use of your username or password.

Email Communication

We may send email communications to you about your plan and related information. We do not represent or warrant that email communication is completely secure or confidential. We have no control over information sent over the internet, or communication lines or equipment that are not controlled by us.

User Submitted Content

A Service may allow you to submit messages or content. If you submit messages or content on a Service, you agree that we have an unlimited and worldwide right to use, modify, reproduce, publish, and display your messages and content. You agree that any messages or content you submit on a Service may not be confidential and that we may disclose it to the extent permitted by law.

Digital Millennium Copyright Act

We may terminate your access to the Service if we determine, in our sole discretion, that you are engaged in activity infringing our intellectual property rights or the rights of a third party, even if your activity is ultimately determined not to be infringing.

We take intellectual property infringement seriously. If you believe that content within a Service infringes on your copyright, you may ask us to remove or block it.

You may send this request to: compliance@healthoptions.org or:

Maine Community Health Options
Attn: Compliance
P.O. Box 1121
Lewiston, ME 04240

You must include with your request:

- A physical or electronic signature of a person authorized to act on behalf of the intellectual property right owner
- Identification of the material that is believed to be infringed
- Identification of the material that is believed to be infringing
- Contact information that will let us communicate with you, such as an address, telephone number, or email address
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the intellectual property right owner, its agent or law
- 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.

Governing Law and Venue

You agree that the Terms and your use of the Services are governed and construed in accordance with the laws of the State of Maine without regard to conflicts of laws principles. You also agree that the only venues in which you may bring a dispute, lawsuit, or claim against us relating in any way to any Service are the state courts sitting in Androscoggin County, State of Maine, or the U.S. District Court for the District of Maine. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving us or our employees, officers, directors, or agents. 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 Terms shall remain enforceable.

Termination

We reserve the right to terminate or restrict access to the Services at any time and for any or for no reason. We are not required to provide advance notice before terminating or restricting access to the Services. Your obligations under these Terms survive the termination of your access to the Services.

Other Terms

We may assign our rights and duties under these Terms to any entity at any time. You may not assign your rights or duties under these Terms. Our failure to strictly enforce any part of the Terms shall not be a waiver of any provision or right. You do not have the right to modify or amend these Terms. These Terms are the entire agreement between you and us with respect to the subject matter of these Terms.