

Terms of Use

THIS DOCUMENT CONTAINS AN [ARBITRATION AGREEMENT AND CLASS ACTION WAIVER \(see Resolving Disputes\)](#), WHICH AFFECT YOUR LEGAL RIGHTS. YOU SHOULD REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ACCESSING OR USING THE ONLINE SERVICES.

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Important Note Regarding Content

The information and content (collectively, “Content”) on our online and mobile websites, platforms, services, and applications is for your general educational information only.

The Content cannot, and is not intended to, replace the relationship that you have with your health care professionals. The Content should not be considered and is not intended as medical advice. **If you are experiencing a medical emergency, you should not rely on any information on the Online Services and should seek appropriate emergency medical assistance, such as calling “911”.** You should always talk to your health care professionals for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for you. None of the Content represents or warrants that any particular drug or treatment is safe, appropriate or effective for you, or that any particular health care provider is appropriate for you. Health information changes quickly. Therefore, you should always confirm information with your health care professionals.

The Content is for informational, cost-comparison purposes only. Talk to your health care provider to determine if an alternative prescription drug is right for you. The Content may include information regarding therapeutic and generic alternatives for certain prescription drugs, and may describe uses for products or therapies that have not been approved by the Food and Drug Administration. The Content is intended for a U.S. audience. If you live outside the U.S., you may see information about products or therapies that are not available or authorized in your country.

The Content should not be considered financial advice, legal advice or tax advice. Moreover, your use of the Online Services does not in any way create a physician-patient relationship, any sort of confidential, fiduciary, or professional relationship, or any other special relationship that would give rise to any duties on our part. We do not recommend or endorse any specific tests, procedures, treatments or opinions, or other information that may appear on the Online Services or through other products and services. If you rely on any Content, you do so solely at your own risk.

Agreement and Terms

These Terms of Use (“Terms”) constitute a legally binding agreement between you, the person using our online and mobile websites, platforms, services, and applications, and us. Terms such

as “we”, “our,” “us,” and “Company” refer to OptumRx and its affiliate entities. These Terms describe the rules for using our online and mobile websites, platforms, services, and applications we own and operate and that contain a link to these Terms (collectively, “Online Services”). Any references to “you” or “your” in these Terms will mean the person using the Online Services, including the persons’ heirs, assigns, or dependents, and individuals making benefits decisions for themselves or their dependents. If you are helping another person use our Online Services, these Terms constitute a legally binding agreement between you, the person being helped, and the Company, and “you” or “your” shall also include the person being helped.

By using our Online Services, you agree to the most-recent Terms as well as the most-recent version of our [Privacy Policy](#). We may change these Terms at any time, and such changes will be posted on this or a similar page of the Online Services. It is your responsibility to review these Terms each time you use our Online Services. By continuing to use the Online Services, you consent to any changes to our Terms.

Your use of a particular product or service may be governed by additional Terms or required disclosures that may be important for you to know. This information can be found below – in the Additional Terms sections of these Terms (“[Additional Terms](#)”). If there is any conflict between the Terms and the Additional Terms for any other product or service, the Additional Terms will control with respect to that product or service (but all other provisions in these Terms that are not in conflict will apply).

By using our Online Services, you acknowledge and agree that any activity on the Online Services is subject to monitoring by the Company at any time, and that the Company may use the results of such monitoring without limitation, subject to applicable law.

In addition, if you enter into any other agreement with the Company, for example an agreement for health plan coverage, benefits, a “Custodial and Deposit Agreement,” licensing agreement, or any other agreement, then these Terms are in addition to the terms of such other agreement and in the event of any conflict, the terms of the other agreement control. These Terms do not guarantee that you are eligible to receive coverage under any plan, enroll in any program, or open an account offered through our Online Services or otherwise.

User IDs and Nicknames

The Online Services may allow you to register by providing an email address and password (your “User ID”), and you may also be able to select a display name or image (“Nickname”) that identifies you on the Online Services. These are your credentials for accessing portions of the Online Services. You agree we have the right to disable and/or delete any Nicknames for any reason in our sole discretion. You are responsible for protecting your User ID. If your User ID or other activation codes you use with the Online Services are compromised, you agree to immediately inform us.

License to Use Online Services and Content Ownership

Subject to these Terms, the Company grants you a personal, noncommercial, nontransferable, nonexclusive, revocable, limited license to view the Content on our Online Services for the sole purpose of obtaining information regarding our plans or products and related activities such as, if permitted on our Online Services, applying for a plan, enrolling in a program or service, or opening an account. You may also print a reasonable number of copies of the Content for your personal use, but in such case you must reproduce all proprietary copyright and trademark notices. All rights, title and interest in and to the Online Services, including the Content, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein shall remain with the Company and our licensors and vendors, and no ownership interest is transferred to you or any other entity by virtue of making the Content available on the Online Services, granting the foregoing licenses or entering into this Agreement.

In the event you choose to provide us with any feedback, suggestions, or similar communications, all such messages (collectively, "Feedback Messages") will be considered non-personal, non-confidential (except for personal information as described in our Privacy Policies) and nonproprietary. You hereby grant the Company a perpetual, sublicensable, assignable, unrestricted, worldwide, royalty-free, irrevocable license to use, reproduce, display, perform, practice, modify, create derivative or collective works, transmit and distribute your Feedback Messages, in whole or in part, and including all intellectual property rights therein.

Some Online Services operated by the Company include trademarks or logos belonging to other third-party licensors and are used pursuant to an agreement with such third parties.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Content terminates immediately. Upon the termination of this license you must stop using the Online Services, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

Restrictions on Use of Online Services

You agree:

- not to use our Online Services or Content in any way not explicitly permitted by these Terms or the text of the Online Services;
- not to copy, modify or create derivative works, or harvest data or materials from the Online Services, except you may print a reasonable number of copies for your personal use, provided that you reproduce all proprietary copyright and trademark notices;
- not to remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary rights or notices marked on the Online Services;
- not to misrepresent your identity or provide us with any false information in any information-collection portion of our Online Service, such as a registration, enrollment, or application page;

- not to take any action intended to interfere with the operation of our Online Service;
- not to access or attempt to access any portion of our Online Services to which you have not been explicitly granted access;
- not to share any password assigned to or created by you with any third parties or use any password granted to or created by a third-party;
- not to engage in viral messaging, SPAMMING, SPIMMING, or sending of unsolicited advertisements, solicitations or bulk communications, or distribute chain mail or harmful computer code, viruses, or malware;
- not to use the Online Services for commercial purposes or in any manner that would compete with any product or service of the Company or any of our affiliates;
- not to use the Online Services in any way that could, in our sole judgment, interfere with any other party's use or enjoyment of the Online Services, or in a manner that could overburden, impair, damage or disable our networks or servers, or expose us or our licensors, users, customers or suppliers to any claims or liability whatsoever;
- not to use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the Online Services. If you are blocked from the Online Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g. by masking your IP address or using a proxy IP address);
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- not to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- not to attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Online Services; and/or
- to comply with all applicable laws and regulations while using our Online Services or the Content.

You represent and warrant that you are at least 13 years of age, and that, if you are between 13 and the age of majority in your state and otherwise not emancipated, a parent and/or guardian agrees to these Terms of Use on your behalf.

You agree that we may take any measures we deem appropriate, in our sole discretion, to prevent the violation of, and to enforce, these Terms. You agree that we may take any actions permitted or required by law (including the suspension or termination of your account or your access to the Online Services) if we believe, in our sole discretion, that you are engaging in activities that (i)

violate these provisions (or other terms in these Terms), (ii) could expose us or our vendors or business partners to liability, or (iii) could harm our business reputation.

Posting Messages, Comments or Content

Certain portions of our Online Services may be configured to permit users to post messages, comments, or other content. Any such content is only the opinion of the poster, is no substitute for your own research, and should not be relied upon for any purpose. You agree not to post any content:

- which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable;
- that constitutes advertising or other solicitations; or
- the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

You are solely responsible for the content of any postings you submit and the Company assumes no responsibility or liability for any content submitted by you or any other visitor on our Online Services. We may, but are not obligated to, restrict or remove any and all content from a message that we determine in our sole discretion violates these Terms or is otherwise harmful to us, our customers, or any third-party. We reserve the right to remove the content you provide at any time, but you understand that we may preserve and access a backup-copy, and we may disclose the content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is required by law or in the best interests of the Company.

Any content you submit is for non-commercial use only. Any content you submit will be routed through the Internet and you understand and acknowledge that you have no expectation of privacy with regard to any content you submit. Never assume that you are anonymous and cannot be identified by your posts.

If you do post content or submit material, and unless we indicate otherwise, you grant the Company a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify the Company or its affiliates for all claims resulting from content you supply.

Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on our Online Services infringes a copyright owned by you, you (or your agent) may send the Company a notice requesting that the material be removed, or access to it blocked. This request should be sent to the applicable business via email or alternatively to OptumRx.

Company	Contact Information
Optum	Attn: DMCA Registered Agent 9900 Bren Road East Minnetonka, MN 55343 DMCARegisteredAgent2@optum.com

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) 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. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Online Services should be sent to the address above.

Changes to Online Services Content

We may change, add or remove some or all of the Content on our Online Services at any time. In addition, please note that although our goal is to provide accurate information, certain features that may be offered through our Online Services, such as identification of participating healthcare providers, pricing information or other Content, are updated on a periodic basis and therefore the information displayed may have changed. In addition, please note that features of any plan, product, service, or account described in our Online Services may change over time as permitted by law, including benefit levels, items included in any formulary, pricing or lists of participating providers or other associated vendors.

Links

While visiting our Online Services you may click on a link to other online websites, mobile websites, platforms, services, and applications and leave our Online Services. For your convenience, we provide links to other online websites, mobile websites, platforms, services, and applications that may contain information that may be useful or interesting to you. We do not endorse, and are not responsible for, the content and accuracy of linked online websites, mobile websites, platforms, services, and applications operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies of such third-parties.

No Warranties

WE TRY TO KEEP THE ONLINE SERVICES BUG FREE AND SAFE, BUT YOU USE THEM AT YOUR OWN RISK. OUR ONLINE SERVICES AND THEIR CONTENT ARE PROVIDED TO YOU ON AN “AS IS”, “AS AVAILABLE” BASIS. THE COMPANY, ALL THIRD PARTIES, IF ANY, PROVIDING CONTENT FOR OUR ONLINE SERVICES, AND ALL THIRD PARTIES PROVIDING SUPPORT OR INFORMATION FOR OUR ONLINE SERVICES (COLLECTIVELY, “ONLINE SERVICE-RELATED-PARTIES”) HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE ONLINE SERVICE-RELATED-PARTIES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, CORRECTNESS, CURRENCY, OR RELIABILITY OF ANY CONTENT AVAILABLE THROUGH OUR ONLINE SERVICES. WITHOUT LIMITING THE FOREGOING, THE ONLINE SERVICE-RELATED-PARTIES SPECIFICALLY DO NOT REPRESENT OR WARRANT THAT ANY INFORMATION REGARDING PARTICULAR PLAN BENEFITS OR SCOPE OF COVERAGE IS ACCURATE OR COMPLETE. THE ONLINE SERVICE-RELATED-PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF OUR ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE ONLINE SERVICES OR THE TECHNOLOGY THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS NECESSARY TO ENSURE THAT ANY CONTENT YOU MAY OBTAIN FROM OUR ONLINE SERVICES IS FREE OF VIRUSES AND ANY OTHER POTENTIALLY DESTRUCTIVE COMPUTER CODE.

We are not obligated to provide maintenance, technical support or updates to you for any portion of our Online Services. We are not obligated to continue to provide our Online Services. The foregoing limitations and exclusions shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Some states do not allow limitations on implied warranties, so one or more of the above limitations may not apply to you.

Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

Limitation of Liability

YOU AGREE THAT NONE OF THE RELEASED PARTIES SHALL BE LIABLE FOR ANY LOSS OR LIABILITY ARISING OUT OF OR RELATING IN ANY WAY TO (A) THESE ONLINE SERVICES, (B) ANY THIRD PARTY SITE OR PROGRAMS ACCESSED THROUGH THE ONLINE SERVICES, (C) ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES, AND/OR (D) YOUR ACCESS OR USE OF THE ONLINE SERVICES. (THE "RELEASED CLAIMS"). THE RELEASED CLAIMS COVER CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THE "RELEASED PARTIES" INCLUDE THE ONLINE SERVICE-RELATED-PARTIES AND THEIR AFFILIATES, SUBSIDIARIES, EMPLOYEES, MEMBERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, PREDECESSORS IN INTEREST, SUCCESSORS IN INTEREST, PARTNERS, CLIENTS, CUSTOMERS, AND VENDORS. (COLLECTIVELY, "RELEASED PARTIES"). THE RELEASED CLAIMS COVER ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND/OR PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION.

THE TOTAL, CUMULATIVE LIABILITY OF THE RELEASED PARTIES FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$100.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES (E.G., DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND/OR PUNITIVE DAMAGES) ARE EXCLUDED EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU USE OUR ONLINE SERVICES AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH OUR ONLINE SERVICES OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ONLINE SERVICES.

The foregoing limitation of liability is not applicable to residents of New Jersey. With respect to residents of New Jersey, the Released Parties are not liable for any damages unless such damages are the result of our negligent or reckless acts or omissions; and the Released Parties are not, in any case, liable for indirect, incidental, special, consequential or punitive damages.

You acknowledge and agree that Company's suppliers are third-party beneficiaries of these Terms, with the right to enforce the limitations of warranty and liability set forth herein with respect to the respective technology of such suppliers and Company.

Indemnification

You agree to defend, indemnify and hold harmless the Released Parties from any claim, demand, or damage, including reasonable attorneys' fees, for third party claims arising out of or related to (a) your breach of the Terms; (b) an allegation of infringement or misappropriation arising from or caused by your use of the Online Services or Content; (c) your gross negligence or intentional misconduct; (d) your violation of applicable law; and/or (e) your misuse or modification of the Online Services or Content. You may not transfer or assign any rights or obligations under this Agreement. You agree we have the right to hire counsel of our own choosing in connection with, and to assume the exclusive defense and control of, any matter subject to indemnification by you, and doing so will in no way limit your indemnification obligations hereunder. In any litigation, you will cooperate with us in asserting any available defenses.

Export Controls

You may not use, export, re-export, import, sell, transfer or proxy our Online Services unless such activity is permitted by these Terms and such activity is not prohibited by United States law, the laws of the jurisdiction in which you receive our Online Services, or any other applicable laws and regulations. In particular, but without limitation, the Online Services may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using our Online Services, you represent and warrant that you and any ultimate beneficiary of our Online Services are not located in any such country or on any such list. You also agree that you will not use our Online Service for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

Resolving Disputes

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

- **Let's Try To Sort Things Out First.** We want to address your concerns without needing a formal legal case. Before filing a claim against us or Released Parties in connection with these Terms or the Online Services, you agree to try to resolve the dispute informally by contacting legal first. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 30 days of submission, you or we may bring a formal arbitration proceeding as described below.
- **We Both Agree To Arbitrate.** You and we agree to resolve any claims relating to these Terms or the Online Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below or where prohibited by law. The arbitration shall be held in the state in which you reside. For residents outside the United States, arbitration shall be initiated in Hennepin County, Minnesota, or any other location to which the parties agree, and you and we agree to submit to the personal jurisdiction of any or state or federal court in the state of Minnesota to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- **Opt-out of Agreement to Arbitrate.** You can decline this agreement to arbitrate by sending a letter to us, that must be postmarked within 30 days of your first acceptance of Terms containing an arbitration provision. The letter must specify your first and last name, User ID, mailing address, and explain that you are opting out of this arbitration provision. The letter should be sent to OptumRx, Attention: Legal Intake (MN-008-T700), 9900 Bren Road East, Minnetonka, MN 55343.
- **Arbitration Procedures.** The arbitration shall be conducted by a single arbitrator, governed by the rules of JAMS that are in effect at the time the arbitration is initiated available at www.jamsadr.com or by calling JAMS at 1-800-352-5276 (referred to as the "JAMS Rules") and under the rules set forth in these Terms. We may also mutually agree to have the arbitration conducted by telephone or based on written submissions.
- **Arbitration and Attorney's Fees.** Company or Online Services-Related-Parties, as applicable, will pay all arbitration fees for claims less than \$75,000, unless the arbitrator finds the arbitration to be frivolous. You are responsible for all other additional costs that you may incur in the arbitration including, but not limited to attorney's fees and expert witness costs unless we are otherwise specifically required to pay such fees under applicable law. For claims that total more than \$75,000, the JAMS Rules will govern payment of filing fees and arbitration fees. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. You agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow these Terms and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, you and we agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. You understand that, absent this mandatory arbitration provision, you (and we) would have the right to sue in court and have a jury trial. You (and we) further understand that, in some instances, the costs of

arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. If Company or an Online Services-Related Party is the prevailing party in the arbitration, applicable law may allow the arbitrator to award attorneys' fees and costs to that entity.

- If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, you (and we) agree to waive, to the fullest extent allowed by law, any trial by jury. The terms of these arbitration provisions will also apply to any claims asserted by you against any present or future parent or affiliated company of ours to the extent that any such claims arise out of your access to, and/or use of the Online Services, and/or the provision of Content, services, and/or technology on or through the Online Services.
- **Exceptions to Agreement to Arbitrate.** Either you (or we) may assert claims, if they qualify, in small claims court in Hennepin County, Minnesota or any other U.S. county in which we have a principal business address, provided the informal dispute resolution described above was unsuccessful. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Online Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. For the sake of clarity, the agreement to arbitrate applies only to claims relating to these Terms or the Online Services. It does not apply to claims that may not be arbitrated as a matter of law or, for example, to disputes about your benefits or coverage that do not relate to these Terms or the Online Services.

No Class Actions. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS

- You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.
- BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. YOU UNDERSTAND THAT BY AGREEING TO THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST COMPANY AND ONLINE SERVICES-RELATED-PARTIES IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT AGREE TO ARBITRATION,

YOU SHOULD OPT OUT OF THIS ARBITRATION PROVISION PER THE TERMS. OTHERWISE, YOU ARE NOT AUTHORIZED TO USE THE ONLINE SERVICES IN ANY WAY.

Governing Law and Statute of Limitations

You agree that the arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("FAA"), and not by any state law concerning arbitration. You otherwise agree that the law of the state of Minnesota governs these Terms and any claim or dispute that you may have against us, without regard to Minnesota's conflict of laws rules. Where the agreement to arbitrate is not applicable to you or your claim, you agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of our Online Services, is in the state and federal courts in the State of Minnesota, U.S. unless otherwise noted in the Additional Terms section of these Terms. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers.

Unless you are a resident of New Jersey, you must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

Termination

We may cancel, suspend or block your use of the Online Services and/or registration at any time, without cause and/or without notice. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE ONLINE SERVICES IN ACCORDANCE WITH THESE TERMS.

Agreement to be Bound by Electronic Signature

Your affirmative act of using the Online Services, or registering for membership, constitutes your electronic signature to these Terms and your consent to enter into agreements with us electronically. To view and retain a copy of this disclosure or any information regarding your agreement to these policies, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

Severability

If a court of competent jurisdiction finds any clause of these Terms to be unenforceable for any reason, that clause of these Terms shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of these Terms shall continue in full force and effect.

Miscellaneous

These Terms, and any supplemental terms, policies, rules and guidelines posted on the Online Services, constitute the entire agreement between you and us in connection with the Online Services and supersede all previous written or oral agreements. If any part of these Terms is held invalid or unenforceable as a matter of law, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. You acknowledge that we have the right to seek, at your expense, an injunction to stop or prevent a breach of your obligations. The paragraph headings in these Terms, shown in boldface type, are included only to help make these Terms easier to read and have no binding effect. Any delay or failure by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. No waiver by us will have effect unless such waiver is set forth in writing, signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

Survival and Assignment

Your obligations under the following sections survive termination of this Agreement: Important Note Regarding Content; Agreement and Terms; your responsibility to protect your User ID and inform us if your User ID or access code is compromised; the License to use the Online Services and Content Ownership; Restrictions on Use of Online Services; Posting Messages, Comments or Content; Copyright Infringement – DMCA Notice; Changes to Online Services Content; NO WARRANTIES; LIMITATION OF LIABILITY; Export Controls; Resolving Disputes (including the arbitration and class action waiver); Governing Law and Statute of Limitations; Notice and Agreement to be Bound by Electronic Signature; Severability; Entire Agreement; and Additional Terms. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.

Additional Terms

Mobile Applications

The following additional terms apply to your access to or use of any mobile application in connection with the Online Services (together with all information and software associated therewith, the "Application" or "Applications") through any device (such as tablets, mobile phones, etc.), and are "Additional Terms" as defined above.

Rights Granted to You. We grant you a limited, non-exclusive, revocable, non-transferrable license to download, install and use the Applications solely for your personal, non-commercial use on a mobile or tablet device owned or controlled by you and only in accordance with the Terms. Other than the limited rights granted in the immediately preceding sentence, no other rights are granted to you. This is only a license, and not a sale of, the Applications to you.

Additional Restrictions and Notices. You agree you will not remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Applications. You acknowledge that we may issue an upgraded version of its mobile applications and may automatically upgrade the mobile application that you are using. You consent to such automatic upgrading and agree that these Terms shall govern all such upgrades. Our mobile applications or the Online Services may include third party code and other software, which is governed by the applicable open source or third party end user license agreement, if any, that authorizes the use of such code.

Third Party Terms. You agree to comply with all applicable terms, conditions and agreements between you and any third party that provides products or services that facilitate or enable your use of any mobile applications, and you acknowledge and agree that your use of any Application may result in charges to you by those third parties in connection with the products and services they provide to you (such as data plan charges), and you will be solely responsible for any such charges.

Termination of Your Rights. Upon any termination of your rights hereunder, for any reason, you will immediately uninstall or delete the Applications and cease any further use of such Applications.

Special Notice for International Use/Export Controls. Any technology or software underlying the Online Services that is available in connection with the provision of the Online Services and the transmission of applicable data (collectively, the "Software"), if any, is subject to United States export controls. No Software may be downloaded from the Online Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at

your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Online Services, including as it concerns online conduct and acceptable content.

Apple iOS App. If the Online Services that you use include a mobile application that you download, access and/or use and that runs on Apple's iOS operating system (an "iOS App"), you acknowledge and agree that:

- the iOS App may only be accessed and used on a device owned or controlled by you and using Apple's iOS operating system;
- these Terms are between you and us, and not with Apple;
- Apple has no obligation at all to provide any support or maintenance services in relation to the iOS App, and if you have any maintenance or support questions in relation to the iOS App, please contact Company, not Apple;
- except as otherwise expressly set forth in these Terms, any claims relating to the possession or use of the iOS App are between you and us (and not between you, or anyone else, and Apple);
- in the event of any claim by a third party that your possession or use (in accordance with these Terms) of the iOS App infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim; and
- although these Terms are entered into between you and Company (and not Apple), Apple, as a third party beneficiary under these Terms, will have the right to enforce these terms against you.
- In addition, you represent and warrant that:
 - you are not, and will not be, located in any country that is the subject of a United States Government embargo or that has been designated by the United States Government as a "terrorist supporting" country; and
 - you are not listed on any United States Government list of prohibited or restricted parties; and
 - if the iOS App does not conform to any warranty applying to it, you may notify Apple, which will then refund the purchase price of the iOS App (if any) to you. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the iOS App and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the iOS App or as a result of you or anyone else using the iOS App or relying on any of its content.

Google App. If the Online Services that you use includes a mobile application that you download, access, and/or use from the Google Play Store (“Google-Sourced Software”): (i) you acknowledge that these Terms are between you and us only, and not with Google, Inc. (“Google”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) we, and not Google, are solely responsible for our Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as it relates to our Google-Sourced Software.

Contact Us

If you have questions regarding these Terms, contact us at 1-800-328-5979.

Effective Date

The Effective Date of these Terms is November 9, 2016.