

Terms & Conditions

Terms and Conditions for our Website

All fields are required unless noted as optional.

Purpose

Kaiser Permanente provides a website:

- <https://choiceproducts-midatlantic.kaiserpermanente.org/out-of-area-ppo/>

The Website is referred to collectively in these Terms and Conditions as the "Site."

The Site allows users to:

- view and download certificates of insurance and related documents

Agreement

BY USING THE SITE OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SITE.

Any personal information you submit to the Site (for yourself or someone else) is governed by our Website Privacy Statement. (A link to our Website Privacy Statement is available at the bottom of each page on our Website.) Passwords and Biometric Authentication

Passwords

Kaiser Permanente Insurance Company has several tools that allow you to access information about your coverage. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your online password or account for the Site. It is your sole responsibility to (1) control the disclosure and use of your activation codes, password reset codes and password; (2) authorize, monitor, and control access to and use of your online account and password; (3) promptly change your password if you feel it has become compromised; and (4) promptly inform the Site manager of any need to deactivate an account entirely.

In the event that you forget your password, or if you want to change your password, click on the "Forgot Password" link on the Sign In page. Then, you will be asked to enter your email address, at which you will be sent an email to reset your password. To protect your privacy, we recommend that you not use an email address that you share with anyone else.

If you enable biometric authentication (e.g., iOS or iPadOS Face ID, Touch ID or Android Fingerprint) to sign on to the Site via a mobile device, it is your responsibility to be aware that all faces or fingerprints set up on your device for such biometric authentication will be linked to your Site account. If other people use the biometric authentication method enabled on your device, they may be able to gain

access to your account via the Site and view information you consider to be private. It is your responsibility to understand the risks of biometric authentication enabled on your mobile device.

You can stop using biometric authentication to sign on to the Site at any time. You can elect this option by going to the settings on your mobile device and turning off Face ID/Touch ID/Fingerprint.

You should take appropriate precautions to protect personal and confidential information, and to use your devices in a secure and responsible manner. We are not responsible for the security of your devices, and we expect that you will configure them in a secure and responsible manner.

Breaches of these Terms and Conditions

In consideration of being allowed to use the Site, you agree that the following actions shall constitute a violation of these Terms and Conditions:

- signing on as or pretending to be another person
- transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Kaiser Permanente Insurance Company personnel) or entity as determined by Kaiser Permanente Insurance Company in its sole discretion
- using interactive services in a way that is intended to harm, or a reasonable person would understand would likely result in harm, to the user or others
- collecting information about others, including email addresses
- intentionally distributing viruses or other harmful computer code
- using any secure messaging functionality for any purpose in violation of local, state, national, international laws or posted Kaiser Permanente Insurance Company policies
- attempting to: (1) probe, scan, "hack", or test the vulnerability of the Site or any Kaiser Permanente system or network; or (2) breach any security or authentication measures on the Site or any Kaiser Permanente system connected to either the Site
- using any "deep-link", "page-scrape", "robot", "spider", data mining tools, data gathering and extraction tools, or other automatic device, program, algorithm or methodology, to: (1) access, acquire, copy or monitor any portion of the Site, or (2) in any way reproduce or circumvent the navigational structure or presentation of the Site

Kaiser Permanente Insurance Company expressly reserves the right, in its sole discretion, to terminate a user's access to any interactive services and/or to any or all other areas of the Site due to any act that would constitute a violation of these Terms and Conditions.

Kaiser Permanente Insurance Company may offer interactive areas of the Site under license with Third Party software service providers. These Terms and Conditions extend to and apply to your use of our licensors' software. Our licensors are direct third-party beneficiaries of applicable rights under these Terms and Conditions. By using our licensors' software, you agree to be bound directly to our licensors with respect to your compliance with these Terms and Conditions. Kaiser Permanente may directly enforce the licensors' rights under these Terms and Conditions on the licensors' behalf or a licensor

may enforce its rights under these Terms and Conditions directly against you or other users who breach these Terms and Conditions.

Use by children

We do not knowingly allow minors under the age of 13 to create accounts that allow access to the secured features of the Site.

Access, correction, and data integrity

Although we attempt to maintain the integrity and accuracy of the information on the Site, we make no guarantees as to its correctness, completeness, or accuracy. The Site may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Site by third parties without our knowledge. If you believe that information found on the Site is inaccurate or unauthorized, please inform us by contacting our Site Manager using the link available at the bottom of each web page.

Revisions, changes, and updates

We may revise the information on the Site or otherwise change or update the Site, including these Terms and Conditions, without notice to you. Kaiser Permanente Insurance Company may also make improvements and/or changes in products and/or services described on the Site or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Site will signify your continued agreement to these Terms and Conditions as they may be revised.

Links to Third Party Websites

The Site provides links to other websites that are not owned or controlled by Kaiser Permanente ("Third Party Websites"). In each such instance, where practicable, we will let you know when you are leaving the Site and linking to a Third Party Website. We may use an icon that we identify with an appropriate legend to let you know when you are leaving the Website.

Kaiser Permanente may not be responsible for the content, security or the privacy practices of Third Party Websites. Please review the privacy statement and any terms of use of each Third Party Website you visit, if applicable. Unless we specifically advise you otherwise, links to Third Party Websites do not constitute or imply endorsement by Kaiser Permanente of those sites, the information they contain or any products or services they describe. Kaiser Permanente does not receive payment or other remuneration in exchange for you linking to or using any Third Party Website.

Deletion (Deactivation) of Your Online Account

If you request that we delete (deactivate) your online account, we will block access to your online account, but we will not delete any data or other information of the Kaiser Permanente websites associated with that online account.

Notification that you have a New Communication

When a new document or communication is delivered electronically through the Site, you will be notified by email to the primary email address found in your Site profile. If Kaiser Permanente Insurance Company receives a notification of delivery failure (i.e., a “bounce message”) that indicates that the primary email address which we have on file for you is no longer valid, we will suspend electronic delivery of all documents and communications and either notify you again using another method (such as text) or return to paper delivery of your documents and communications. We will then mail your communications and/or documents to the last known mailing address on file.

Hardware and Software Requirements

In order to access and retain your electronic documents, you will need the following computer hardware and software:

- A computer with an internet connection
- A current web browser that includes 128-bit encryption (e.g., Microsoft Edge, Firefox version 71 or later, Chrome version 49 or later, or Safari version 11 or later) with cookies enabled
- Current Adobe Acrobat Reader version to open documents in PDF format
- A valid email address (your primary email address in your Site profile)
- Sufficient storage space to save past documents or an installed printer to print them

By signing up for and using the Site, you agree that you have access to the necessary hardware and software as listed above, and are able to receive, open, and print or download a copy of any document for your records.

D. Updating your Contact Information

It is your responsibility to keep your primary email address up to date so that Kaiser Permanente can communicate with you electronically.

You understand and agree that if Kaiser Permanente sends you an email notification that a communication and/or document was sent and/or an electronic document has been posted, and we do not receive a notification of delivery failure (i.e., a "bounce message"), Kaiser Permanente will be deemed to have provided the communication to and/or document you. This could occur if, for example, you do not receive it because your primary email address on file is blocked by your service provider, or you are otherwise unable to receive electronic communications.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add the Kaiser Permanente email address to your email address book so that you will be able to receive the communications we send to you (please consult the instructions of your spam filter for specific directions on how to do this).

If you need to update your primary email address, we ask that you create a new account with a new email address.

Disclaimer and Limitation of liability

Disclaimer of Warranties

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Limitation of liability

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Choice of law

THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

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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 U.S. copyright law. If you believe in good faith that materials appearing on the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked.

In addition, 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 statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office website, currently located at <https://www.copyright.gov>.

In accordance with the DMCA, Kaiser Permanente has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Agent: kp.org Copyright Compliance Department

Address: Kaiser Permanente, KP Digital, 4460 Hacienda Drive, Building A, 3rd floor, Pleasanton, CA 94588

Fax: 1-925-737-2276

Phone: 1-925-598-2799

Email: ISG.QA-Compliance@kp.org

(This telephone number is for copyright-related complaints only. No solicitations. For member and website services, call 800-556-7677.)

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

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