

Terms of Use

WEB SITE TERMS AND CONDITIONS OF USE

1. Terms of Use

Regence Group Administrators of Idaho ("RGA of ID") provides its website (the "Site") and mobile application (the "App") subject to these terms and conditions (the "Terms of Use"), in addition to, and not in limitation of, the provisions of any other agreement you may enter into with your health plan.

By accessing this website, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT ACCESS OR USE EITHER THE SITE OR THE APP.

The information provided on the Site is not a substitute for the advice of your personal physician or other qualified health care professional. Always seek the advice of your physician or other qualified health care professional with any questions you may have regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site. If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital.

2. Use License

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- remove any copyright or other proprietary notations from the materials;
- transfer the materials to another person or "mirror" the materials on any other server;
- take any action that could disrupt the normal functionality of the Site or impair the ability of other users.

3. Disclaimer

Although we attempt to maintain the accuracy and integrity of the content on the Site, The materials on RGA of ID's Site are provided on an "as is" and "as available" basis. RGA of ID makes no

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4. Cookies

We may employ the use of Cookies. By using RGA of ID's site, you consent to the use of cookies in accordance with RGA of ID's Notice of Privacy Practices. Cookies are used in some areas of our Site to enable the functionality of this area and ease of use for those visiting. Some of our affiliates and/or partners may also use cookies.

5. Limitations

IN NO EVENT SHALL RGA of ID OR ITS SUPPLIERS BE LIABLE FOR DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR DUE TO BUSINESS INTERRUPTION,) ARISING OUT OF YOUR USE OR INABILITY TO USE RGA of ID'S SITE, EVEN IF RGA of ID OR A RGA of ID AUTHORIZED REPRESENTATIVE HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

6. Indemnification

You shall indemnify, defend and hold harmless RGA of ID, its officers, directors, shareholders, agents for any and all loss cost, claims and liabilities arising out of or incurred due to: your breach of these Terms of Service; your use or misuse of RGA of ID's Site; your negligence misconduct; your violation of any law or the rights of any third party.

7. Governing Law and Disputes

These Terms of Use, and any dispute that may arise between you and Health Plan, will be governed by the laws of the State of Idaho without regard to conflict of laws or principles. The Terms of Use, as may be amended from time to time, set forth the entire understanding between you and RGA of ID as to the subject matter of the Terms of Use, unless otherwise specifically provided under a written agreement. Jurisdiction and venue will be in the courts of Ada County, Idaho. For any disputes arising out of or relating to these Terms of Use.

8. Benefit Information

No content on the Site is intended to replace or amend language for coverage that you may have with your health plan. You should always consult your Summary Plan Description ("SPD") for details about what your health plan covers.

9. Revisions, Updates, and Changes

RGA of ID may revise the information on the Site, or otherwise change or update the Site, including these Terms of Use, without notice to you (except to the extent required by law), effective immediately upon posting. RGA of ID may also make changes or add new features to the Site at any time without notice. We encourage you to periodically read these Terms of Use to see if there have been any changes that may affect you. Your continued access or use of the Site shall constitute acceptance of such modifications of the Terms of Use.

10. Links

This Site provides links to other websites that are not owned or controlled by RGA of ID in order to connect you easily to additional sources of health information or third-party services that may be of interest to you. We may not have any business relationship with the party that controls this type of website and a link to such a website is offered only as a convenience to you. RGA of ID has not reviewed all of the website(s) linked to the Site and is not responsible for the contents of any such linked website(s). The inclusion of any link does not imply endorsement by RGA of ID of the website(s). Use of any such linked website(s) is at the user's own risk.

11. Your Account and Passwords

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your password or account. It is your sole responsibility to (1) control the disclosure and use of your user name and password; (2) authorize, monitor, and control access to and use of your account and password; and (3) promptly inform RGA of ID of any need to deactivate a password. You agree not to provide your sign-in credential in a manner that allows for any use of data mining, robots, or similar data gathering and extraction tools or any downloading or copying of account information for the benefit of another party.

12. Minors Use Prohibited

Minors (as defined under the laws of their respective jurisdictions) are not eligible to use or access RGA of ID's website and are hereby expressly prohibited from doing so.

13. Copyright Ownership

All content found on RGA of ID's website, such as logos, button icons, images, text and graphics are protected under U.S. copyright laws and are exclusively owned and controlled by RGA of ID.

14. Trademarks

RGA of ID's name, and any other names of RGA of ID or its websites, publications, products, content or services referenced on the Site, are the exclusive trademarks or service marks of RGA of ID, including without limitation the "look and feel" of the Site and the App and the color combinations, layout and other graphical elements. You may not use RGA of ID's trademarks in any manner without the express, written permission of RGA of ID. Other product and company names that appear may be subject to trademark or other rights of other parties.

15. Termination

RGA of ID may terminate your right to access or use the Site at any time without notice. RGA of ID reserves the right to block, delete, or stop the uploading of materials and communications that in its sole discretion finds unacceptable for any reason.

16. Privacy Policy

At RGA of ID, we respect a member's right to privacy. RGA of ID manages and protects your personal information in accordance with applicable laws and established company security standards and practices. For more information about privacy and security, see RGA of ID 's Notice of Privacy Practices.

If any provision of the Terms of Use is found to be invalid or unenforceable, the remainder of the Terms of Use shall remain in full force and effect, and all Terms of Use shall be enforced to the fullest extent permitted by law. No waiver or failure to assert any provision of the Terms of Use shall be valid unless in writing and signed by an officer of RGA of ID. RGA of ID may assign its rights and duties under the Terms of Use to any party, at any time, without notice. RGA of ID reserves all rights not expressly granted in these Terms of Use.