

Lifestyle Health Plans Health & Wellness Terms of Service

Terms of Service

1. Acceptance

Through your voluntary participation with Lifestyle Health Plans Health & Wellness Program, and by voluntarily accessing our program in any part, you are agreeing to the use of the services being provided, and you agree and accept all the Terms of Service as set forth.

2. Purpose of Healthy Rewards Content

All the materials contained in the Health & Wellness Program are provided for informational purposes only and shall not be construed as a commercial offer, a license, an advisory, or fiduciary relationship between you and Lifestyle Health Plans. Lifestyle Health Plans cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that may be acquired; thus, no information provided in this program shall be considered a substitute for your independent investigation. The information provided in this program may be related to products or services that are not available in your area. All program material, whether print or electronic, is provided for educational and motivational purposes only and is not intended to be a substitute for a physician's consultation.

3. Links to Third-Party Websites

Links to third-party websites are provided for convenience only and do not imply any approval or endorsement by Lifestyle Health Plans of the linked sites, even if they may contain the Lifestyle Health Plans logo, as such sites are beyond our control. Thus, Lifestyle Health Plans cannot be held responsible for the content of any linked site or any link contained therein. You may not create on any website a link to any page of the Wellness Center website without Lifestyle Health Plans prior written authorization, and you acknowledge that framing the Wellness Center website or any similar process is prohibited. Additionally, Lifestyle Health Plans assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of this site.

4. Intellectual Property

This program is protected by intellectual property rights and is the exclusive property of Lifestyle Health Plans and any of our contracted third-party partners. Any material that it contains, including, but not limited to, texts, data, graphics, pictures, sounds, videos, logos, icons or html code is protected under intellectual property law and remains either Lifestyle Health Plans' or the partnering third party's property. You may use this material for personal and non-commercial purposes in accordance with the principles governing intellectual property law. Any other use or modification of the content of the Wellness Center website without Lifestyle Health Plans' prior written authorization is prohibited.

5. Warranty and Liability

All program collateral, wellness-related materials, including online Wellness Center website and any content there within, is provided "as is" and without warranty of any kind to the extent allowed by the applicable law. While Lifestyle Health Plans will use reasonable efforts to provide reliable information through its program collateral, Lifestyle Health Plans does not warrant that program-related collateral and online content is free of inaccuracies, errors and/or omissions, viruses, worms, trojan horses and the like, or that its content is appropriate for your particular use or up to date, and Lifestyle Health Plans reserves the right to change the information at any time without notice. Lifestyle Health Plans does not warrant any results derived from the use of any software available through the program. You are solely responsible for any use of program materials and the content available through the Lifestyle Health & Wellness Program. The information contained throughout various aspects of the program does not extend or modify the warranty that may apply to you as a result of a contractual relationship with Lifestyle Health Plans. Lifestyle Health Plans will not be liable for any indirect, consequential or incidental damages, including but not limited to lost profits or revenues, business interruption, loss of data arising out of or in connection with the use, inability to use, or reliance on any material contained in this site or any linked site.

6. Users' Comments

Lifestyle Health Plans does not assume any obligation to monitor the information that you may post on the Wellness Center website. You warrant that any information, Materials (the term "Material" is intended to cover all projects, files or other attachments sent to us) or comments other than personal data, which you may transmit to Lifestyle Health Plans through the website, does not infringe intellectual property rights or any other applicable law. Such information, Materials or comments, will be treated as non-confidential and nonproprietary. By submitting any information or material, you give Lifestyle Health Plans an authorization and license to use, execute, show, modify and transmit such information, Material or comments, including any underlying idea, concept or know-how. Lifestyle Health Plans reserves the right to use such information for program purposes.

7. Incentives

Eligibility in Lifestyle's Health & Wellness Program is available to all enrolled employees and covered spouse dependents. Non-spouse dependents can be invited to create a Wellness Center account in conjunction with their parent or guardian but will receive deductible credits based upon the employee's participation, should the non-spouse dependents come close to meeting their deductible. These non-spouse dependent deductible credits are not loaded proactively, so as the participating individual, you are expected to communicate these needs to Lifestyle Health Plans in the event that your non-spouse dependent is close to meeting his or her individual deductible. All deductible credits are maximized when the participant is within \$500 remaining on his or her deductible. This \$500 remaining amount is the member's responsibility without assistance from Lifestyle Health Plans. For non-spouse dependents who are minors, access to the Wellness Center can only be in conjunction with explicit, fully informed consent by a parent or guardian.

8. Health Risk Assessment / Biometric Lab Testing Data

Lifestyle Health Plans recognizes the sensitivity of personal health information obtained through various activities including the program's Health Risk Assessment (HRA) and biometric lab testing and strives to provide HIPAA-compliant services that maintain the confidentiality of this information at all times. Under no circumstances will this information be made available to non-contracted outside third parties or representatives of any health provider without the prior consent of the individual.

9. Health Fairs / Employer Sponsored Events

On certain occasions, participating employers may elect to organize and sponsor a health fair or health related event in which employees are able to gain valuable information regarding Lifestyle Health Plans Health & Wellness Program, in addition to having access to other services such as on-site blood draws, biometric screenings, or immunizations. These events are provided at the employer's discretion and sponsorship and as such, do not imply any approval or endorsement by Lifestyle Health Plans. Lifestyle Health Plans is not responsible for event content, third party vendors involved and event outcomes. However, any information or data collected and transmitted to Lifestyle Health Plans will be protected in the same HIPAA-compliant ways that we protect information obtained through our wellness program directly.

Modifications of the Terms of Service

Lifestyle Health Plans reserves the right to change the Terms of Service without notice. You will be automatically bound by these modifications when you use the Wellness Center website or participate in the program in any way, and should periodically read the Terms of Service.

Program Disclaimer

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Copyrights and Trademarks

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Printed Name

Date

Signature