

e-Bill Terms And Conditions

e-Bill is an electronic bill presentment and payment service that offers those with group coverage or individual coverage from our company or one of its affiliated companies (referred to as "the company" herein) the ability to view and pay invoices electronically. These terms and conditions provide information on this service and the conditions which apply to your e-Bill account. When you open your account with us, you agree to be bound by these terms and conditions.

APPLICATION

You may utilize the e-Bill service after you complete the information requested on-line (including the selection of a User ID and password) and we process your request. We will contact you to verify the information you provided to us. We will contact you by e-mail when your bill is available for viewing and payment.

USER ID

The User ID and the password you select must be used each time you access the e-Bill service. Each person with a User ID and password is authorized by you to use the e-Bill service, including the authorization of payment by debiting your designated account(s) or, where available, a charge to your credit card. You agree not to disclose or otherwise make User IDs and passwords available to anyone not authorized to view and access the information available on e-Bill. The company shall have no liability for unauthorized access to your information or any unauthorized payments of your bills.

DATA SECURITY

You acknowledge that the data available through e-Bill contains personal health information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other state and federal privacy laws. You will access e-Bill only from secure computers, and will maintain reasonable and appropriate security procedures, as required by HIPAA, to prevent unauthorized access to data.

TERMINATION

We reserve the right to terminate your use of the e-Bill service at any time with or without cause. We may immediately terminate your use of the service if: you breach any agreement with us (including breaching any provisions of a benefit contract) or we have reason to believe that there has been or may be unauthorized use of your User ID, password, or the e-Bill service.

INTELLECTUAL PROPERTY RESTRICTIONS

Nothing within any of the material and content of the e-Bill service shall be construed as conferring any license under any of the company's or other third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that all material and content of the e-Bill service is protected by United States copyright, trademark, patent, or other proprietary rights of the company, its licensors, and/or service providers. Except as expressly provided to the contrary, you agree not to modify, alter, or deface any of the trademarks, service marks, or other intellectual property made available by the company in connection with the e-Bill service. You agree not to use any of the trademarks, service marks or other material and content accessible through the e-Bill service for any purpose other than the purpose for which such material and content is made available to you by the company. You agree not to defame or disparage the company, the trademarks or service marks of the company, or any aspect of the e-Bill service. You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer the e-Bill service or any software or programs used in connection with the e-Bill service.

LIMITATION ON LIABILITY

YOU AGREE THAT THE COMPANY, ITS AFFILIATES AND SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, SUPPLIERS AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THIS WEB SITE OR THE E-BILL SERVICE OR USE THEREOF OR THE INABILITY TO USE THIS WEB SITE OR E-BILL SERVICE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

NO MODIFICATION OF OTHER AGREEMENTS

Nothing in these terms and conditions shall modify your obligation to pay your premium when it is due in accordance with the terms of your contract. The e-Bill service governs only the manner in which you receive and pay your bills.

ELECTRONIC SIGNATURE

You understand and agree that accessing this site and clicking the "Accept" button below constitutes an electronic signature. The electronic signature will be treated in all respects as having the same legal effect as an original handwritten signature and will constitute your agreement to and acceptance of these terms and conditions. If you are applying for access to the e-Bill service on behalf of a group, you hereby represent and warrant that you are authorized by the group to apply for this e-Bill service and to bind the group to these terms and conditions.