

HNS Website Terms and Conditions of Use

Effective Date: 12/22/13

Acceptance of Terms

Welcome to the website of Health Network Solutions, Inc. (“HNS”). These website Terms and Conditions (“Terms”) describe the rules for using this website. This website is intended only for the use of persons age eighteen (18) or older. These Terms constitute a legally binding agreement between you, the person using this website, and HNS.

By using this website, you agree to be bound by the most recent version of these Terms as well as the most recent version of our Privacy Policy and you represent and warrant that you are age eighteen (18) or older and are under no legal disability. We reserve the right to modify or update these Terms at any time. It is your responsibility to review these Terms each time you use this website. By continuing to use this website, you consent to any changes to our Terms. If you do not consent to these Terms, then you must not access or use the website.

Intellectual Property Rights

All rights, title and interest in and to the website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, and images, and the design, selection and arrangement thereof)(hereinafter, the “Content”), are owned by HNS or its licensors, vendors, or service providers. As between us, all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein shall remain with HNS, and no ownership interest is transferred to you or any other entity by virtue of our making the Content available on the website. Subject to these Terms, HNS grants you a personal, nontransferable, nonexclusive, revocable, limited license to view the Content on the website for the sole purpose of collecting information for your personal use or the use of your practice or, in the case of authorized members of our provider network, engaging in appropriate transactions through our secure portal. You may also print a reasonable number of copies of the Content for your personal use or the use of your practice, but in such case you must reproduce all proprietary copyright and trademark notices and you must keep all Proprietary Information made available to you through our secure portal confidential as set forth in these Terms.

We may terminate this agreement 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 agreement you must stop using this website, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

Reliance on Information Posted

The information presented on or through this website is made available solely for general information purposes. While we endeavor to provide accurate and up-to-date information, we do not warrant the accuracy, completeness or usefulness of the Contents. Any reliance you place on the Contents is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the Contents by you or any other visitor to the website, or by anyone who may be informed of any of the Contents.

This includes materials provided to us by third parties including but not limited to materials regarding third party health plans. All statements and information set forth in the Contents, all brochures, benefit listings, and all articles and responses to questions and other content, other than the content provided by HNS, are solely the responsibility of the person or entity providing those materials. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We endeavor to update the Content on this website regularly, but the Content is not necessarily complete or up-to-date. Any of the Content on the website may be out of date at any given time, and you rely on this information at your own risk.

Privacy

HNS cares about your privacy. Please read our Privacy Policy which outlines how our site will collect information about you, how information will be shared and secured, and certain rights you have with respect to your information. We reserve the right to modify or update our Privacy Policy at any time. Each time you use this website, you agree to all terms of our current Privacy Policy.

User Accounts. Healthcare Providers who are members of our provider network in most instances must register to participate in and use our Secure HNS Portal and HNS Connect® systems. Only members of our network in good standing are permitted to access these restricted portions of our website. Use of the restricted areas of our website is subject to these Terms, the Practitioner's Participation Agreement, and the Health Network Solutions, Inc. Provider Agreement for Use of HNSConnect System. When you register for an account, you hereby represent that:

- You are an authorized representative of a member in good standing of our network;
- The information you provide is accurate, current and complete, and you agree to maintain and promptly update your information so that it remains accurate, current and complete;

- You will be responsible for all activities and transactions that take place and all materials posted by you or anyone using your account;
- You will be solely responsible for maintaining the secrecy and security of your account and password and for restricting access to your computer.
- You will not provide any other person with access to the restricted areas of this website or portions of it using your user name, password or other security information.
- You will not access the restricted areas of the website from a public or shared computer in a manner that would allow others to view or obtain your user name, password, or other security information.
- You will notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

Your right to access the restricted areas of our website will terminate immediately upon the termination of your membership in our network.

You agree that all information you provide to register with this website or otherwise is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

Restrictions on use of this website

You agree:

- not to use this website or Content in any way not explicitly permitted by these Terms or the text of the website itself;
- not to copy, modify or create derivative works involving the Content, except you may print a reasonable number of copies for your personal use;
- not to misrepresent your identity or provide us with any false information in any information-collection portion of this website;
- not to take any action intended to interfere with the operation of this website;
- not to access or attempt to access any portion of this website to which you have not been explicitly granted access;
- not to share any password assigned to you with any third parties or use any password granted to a third party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- to comply with all applicable laws and regulations while using this website or the Content.
- to treat any proprietary information, including but not limited to any health plan fee schedule, the identity of HNS' participating chiropractors, and member account

information found on this website as trade secrets under applicable law and not to disclose any such information without the prior written permission of HNS

- You represent and warrant that you are at least 18 years of age.

Confidentiality of Proprietary Information

Notwithstanding anything to the contrary in these Terms or our Privacy Policy, the procedures, policies and information set forth in the restricted areas of the website, including without limitation HNS fee schedules, the identities of participating health providers, and member account information constitute valuable confidential and proprietary information of HNS and/or its vendors or members (the "Proprietary Information"). You must keep the Proprietary Information secure in a manner consistent with the manner in which you keep secure your own proprietary information and/or the private health information of your patients. You shall not copy, distribute, disclose, display, or provide the Proprietary Information to any third party.

Links to Other Websites

HNS may provide links to other websites which are maintained by third parties and who may provide materials on this site. Those websites are independently owned and operated by entities who have their own terms of use and privacy practices. These third-party websites and their materials on this site are provided without warranties of any kind either express or implied. HNS does not warrant or make any representations regarding these websites or the material provided by third parties with respect to correctness, accuracy, timeliness, reliability or otherwise.

Disclaimer of Warranties

YOUR USE OF THE THIS WEBSITE AND ALL OF THE CONTENT AND SERVICES MADE AVAILABLE THROUGH THIS WEBSITE IS SOLELY AT YOUR OWN RISK. OUR WEBSITE AND ALL SERVICES MADE AVAILABLE THROUGH OUR WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, HNS AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PORTION OF OUR WEBSITE, THE CONTENT AND SERVICES MADE AVAILABLE THROUGH OUR WEBSITE, YOUR USE OF OUR WEBSITE, OR ANY WEBSITE TO WHICH OUR WEBSITE IS LINKED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HNS AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS DO NOT REPRESENT OR WARRANT THAT: ANY PORTION OF OUR

WEBSITE OR THE CONTENT, PRODUCTS, AND SERVICES MADE AVAILABLE THROUGH OUR WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT YOUR USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; THE CONTENT IS ACCURATE, COMPLETE, CURRENT OR RELIABLE; YOUR CONTENT, COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA WILL NOT BE DELETED, LOST, MISDELIVERED, OR CORRUPTED; OR NO VIRUSES OR OTHER HARMFUL CODE WILL BE TRANSMITTED TO YOU. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE WEBSITE, CONTENT OR SERVICES IS TO CEASE TO USE THE SITE OR SERVICES. YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR WITHIN NATIONAL JURISDICTIONS.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL HNS OR ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS AND SERVICE PROVIDERS HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO ACCESS OR USE OUR WEBSITE, INCLUDING THE CONTENT AND SERVICES MADE AVAILABLE THROUGH OUR WEBSITE. THIS COMPREHENSIVE LIMITATION OF LIABILITY APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY/WRONGFUL DEATH, BUSINESS INTERRUPTION, LOSS OF INCOME, PROFITS OR DATA), EVEN IF AN AUTHORIZED REPRESENTATIVE OF HNS HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnity. You agree to indemnify and hold harmless HNS, and its respective, officers, directors, employees, agents, licensors and service providers, from any and all third party claims, losses, liability, damages, losses, costs and expenses (including reasonable attorneys' fees and costs) arising from your breach of these Terms or infringement of any rights of third parties ("Claims"), including but not limited to any loss or damage arising out of your misappropriation or misuse of Proprietary Information or your infringement of any intellectual property rights of HNS or its service providers, vendors, or members. We will notify you promptly of any such Claims.

Dispute Resolution. If there is any dispute about or involving HNS' or your use or submission of material to this website, you agree that the dispute shall exclusively be governed by North Carolina law, without regard to conflict of law provisions, and you

agree to exclusive personal jurisdiction and venue in the state and federal courts located in Mecklenburg County, North Carolina. If any provision of these terms and conditions is held by a court of competent jurisdiction to be contrary to law, invalid or unenforceable, this provision shall be considered revised and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. In such cases, the remaining provisions of these terms and conditions shall remain in full force and effect. These same conditions also apply to any contractual gaps.

Entire Agreement. These Terms and our Privacy Policy constitute the entire understanding and agreement between you and us with respect to the use of our website. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our website must be filed within one (1) year after such claim or cause of action arose or be forever barred.

This Terms and Conditions and our Privacy Policy are effective December 22, 2013.

HNS may change these Terms and Conditions and our Privacy Policy at any time without notice.

If you have any questions about these Terms, our Privacy Policy, the practices of this website or your dealings with this website, please contact us by calling (877) 426-2411.