

## **Terms and Conditions**

### **Website Usage Agreement**

The following is an agreement between you (the user) and Peak Health about your usage of our website. This agreement also applies to the tools and services provided on our website.

#### **Initial Notice**

Thanks for visiting our website, owned and operated by Peak Health. Please read the following legal agreement before using our website.

By using our website, you signify your agreement to these terms of use. If you don't agree to these terms of use, please disconnect from our website, and don't use it.

We reserve the right to change this agreement at any time. It's the user's responsibility to review these terms and conditions regularly. Continued use of this website following any such changes will constitute the user's acceptance of such changes.

#### **Permitted Use**

You have a nonexclusive, nontransferable, limited, and revocable right to use our website for your personal education, information, and entertainment subject to these terms and restrictions.

You agree not to use the website for any other purpose, including any commercial purpose, without our express prior written consent.

You agree to cooperate with us in stopping any unauthorized use immediately.

#### **List of Restrictions**

Neither the website nor any element thereof, including without limitation text, graphics, images, or other materials, may be copied, repurposed, uploaded, posted, transmitted, or redistributed.

You may download one copy of such materials to your individual computer solely for your personal, non-commercial use only if all copyright and other proprietary notices appearing on such materials are strictly preserved without any alteration.

You may not change or prepare derivative works based upon the website, or any element thereof, and you may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise attempt to access the source code to any software downloaded from the website.

It's a condition of your use of this website that you don't restrict or inhibit any other user from using this website.

#### Warranty Disclaimer

The website and all elements thereof are provided on an "as is" basis without warranty of any kind, express or implied. Peak Health disclaims all warranties, express or implied, including (without limitation) implied warranties of merchantability, fitness for a particular purpose or non-infringement. Peak Health doesn't warrant that the website will operate or perform in a manner that's uninterrupted or error free, or that the website or host server will be maintained free of viruses or other harmful code.

Peak Health makes no warranties that the information presented on the website is current, up to date, suitable, or accurate. Some states and jurisdictions don't allow limitations on implied warranties, so the above limitation may not apply to you. The foregoing will be enforceable to the greatest extent permitted by applicable law.

#### Liability Limitations

Under no circumstances and regardless of legal theory, whether in tort, contract, or otherwise, will Peak Health or any of its related or affiliated companies be liable to you or any other party for any direct, indirect, special, incidental, reliance, punitive, or consequential damages, however caused, and regardless of character, including, without limitation, any damages relating to lost data, computer failure or malfunctioning, or otherwise.

You specifically acknowledge and agree that Peak Health isn't liable for any defamatory, offensive, or illegal conduct of user. The foregoing will be enforceable to the greatest extent permitted by applicable law. You agree to this allocation of risk in relation to your use of the website. If you disagree with any of the terms and conditions of this website usage agreement, your sole and exclusive remedy is to stop using this website.

#### Links to Third-Party Websites

We may provide links and pointers to websites maintained by third parties and may from time to time provide third-party materials on our website. Neither Peak Health nor its related, affiliated companies operate or control in any respect any information, products, or services on these third-party websites. The third-party materials on this website and the third-party websites are provided "as is" and without warranties of any kind either express or implied.

To the fullest extent permissible by applicable law, Peak Health disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and

fitness. Peak Health doesn't warrant or make any representations about the use or the results of the use of the third-party materials in the third-party sites for their correctness, accuracy, timeliness, reliability, or otherwise.

## Jurisdiction

Peak Health controls and operates this website from its headquarters in Morgantown, West Virginia, United States of America. Peak Health makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations, you are responsible for compliance with applicable local laws.

## General Terms and Conditions

This agreement must be deemed to include all other notices, policies, disclaimers, and other terms contained in this website, provided, however, that in the event of a conflict between such other terms and the terms of this agreement, the terms of this agreement must control.

This agreement must be deemed to have been made in the State of West Virginia, U.S.A. and must be interpreted, and the rights and liabilities of the parties hereto determined under the laws of the State of West Virginia, U.S.A., without regard to conflicts of law principles.

The parties' consent to the exclusive jurisdiction of the state and federal courts for the County of Monongalia, West Virginia, U.S.A. for the determination of any claim or controversy between the parties and arising out of or relating to this agreement. Both parties hereby consent to the jurisdiction of the West Virginia courts and waive any objections about personal jurisdiction or about the laying of venue in such courts due to inconvenient forum or any other basis.

The user acknowledges that no joint venture, partnership, employment, or agency relationship exists between the user and Peak Health as a result of this agreement or use of this website. User agrees not to hold himself or herself out as a representative, agent, or employee of Peak Health. Peak Health must not be liable for any representation, act, or omission of the user.

Peak Health's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Peak Health's right to follow law enforcement requests or requirements relating to the user's use of this website or information provided to or gathered by Peak Health about such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability

limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the rest of the agreement will continue in effect.

This agreement makes up the entire agreement between the user and Peak Health with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and Peak Health with respect to this website.

A printed version of this agreement and of any given notice in electronic form will be allowed in judicial or administrative proceedings based upon or relating to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

#### Indemnification

As a condition of use of this website, the user agrees to indemnify Peak Health, its parent, subsidiaries and affiliates, and the shareholders, officers, directors, employees, and agents of any of them against and from and against any and all claims, demands, judgments, costs, liabilities, expenses (including attorneys' fees) and damages arising out of legal claims resulting from user's use of this website, including, without limitation, any claims alleging facts that, if true, would constitute a breach by user of these terms and conditions.

#### Non-Discrimination

Peak Health complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Peak Health does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex. Peak Health provides free aids and services to people with disabilities to communicate effectively with us and free language services to people whose primary language is not English. If you need these services, contact Peak Advantage Member Service at 1-855-962-7325.