



Effective Date: November 12, 2014

DELTA DENTAL OF ILLINOIS

Terms and Conditions of Use

These Terms and Conditions of Use (these "Terms") govern and control your access to, disclosure of, and use of Delta Dental of Illinois' websites, including but not limited to www.deltadentalil.com; www.deltadentalil.me; www.patientdirect.deltadentalil.com; www.deltadentalilexchange.com; www.youroralhealthhub.com (these "Websites") and all forms of information hosted thereunder. These terms also apply to the primary domain of that website, all subdomains, and all other designations thereof, including all content displayed on these Websites now or at any time in the future. These Terms bind you, your authorized users, heirs, devisees, beneficiaries, executors, successors and assigns ("you") and shall inure to the benefit of Delta Dental of Illinois ("Delta Dental") and its successors and assigns. By visiting these Websites you are accepting, without limitation or qualification, these Terms (as we may amend them from time to time in the future), and you acknowledge that any other agreement between you and Delta Dental concerning the subject matter herein is superseded by these Terms and of no force or effect. If you visit these Websites you accept these conditions. If you do not consent to these Terms, you should not utilize these Websites in any manner whatsoever. If you have questions regarding these Terms, or feel that Delta Dental is not abiding by these Terms, please contact us at Compliance@deltadentalil.com.

Terms of Use

Access

You may access and use the Website solely to obtain information about Delta Dental or, if you are insured by Delta Dental, to view and submit information relating to you or your dependents, as expressly authorized by Delta Dental, or to access other services provided or offered by Delta Dental, including the member, provider and broker sections of the Website, as applicable. You agree not to access or use the Website for any other purpose including, without limitation, any purpose that is prohibited by these Terms or that is otherwise unlawful. You further agree to comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of the Website. Delta Dental may, in its sole discretion, terminate or suspend your access to, and/or use of, the Website, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that if your authorization to access the Website is terminated or suspended, you will not thereafter access, or attempt to access, the Website directly or indirectly, until Delta Dental has expressly notified you that you are authorized to have such access.

Restricted Area

Certain portions of the Website may be accessible only to users that register to use those portions of the Website ("Registered Users"). Unauthorized use of the restricted portions of the Website ("Restricted Area"), including, but not limited to, unauthorized entry into the Restricted Area, misuse of usernames or passwords, access of the Restricted Area beyond the scope of your authorization, or misuse of any access information or information contained in the Restricted Area, is strictly prohibited. You may not attempt to gain unauthorized access to, or to permit any third party to access any portion of, the Restricted Area or any Delta Dental computer system or network, through hacking, password mining or any other means. If you register or are registered to use the Restricted Area, you will choose or be issued a username and password and, once you have a username and password, you will be considered a Registered User and issued an account to use the Website. However, we may terminate your status as a Registered User for any reason (or no reason) with or without notice to you, and you agree not to access the Restricted Area at any time after we give you notice of such termination.

Password

If you are issued a username and password, you may not authorize any third party to access and/or use your username, password, or account on your behalf, except as specifically authorized by Delta Dental. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. You agree not to provide your username, password, or account information to any third party. You agree to notify us immediately of any suspicious or unauthorized use of your username, password, or account. If you fail to comply with the foregoing obligations, you will be held fully responsible for all activities conducted using your username, password, or account.

Privacy - Generally

If you register or are registered to use the Restricted Area you may be asked to enter personal information such as email address, name, address, and phone number ("Personally Identifiable Information"). Personally Identifiable Information is collected both to confirm each registrant is unique and to give Delta Dental the information required to contact you as needed. Delta Dental may use your Personally Identifiable Information internally as needed to evaluate and improve the Website and the services provided by Delta Dental. Delta Dental may use your Personally Identifiable Information to evaluate your eligibility for certain types of offers, products or services that may be of interest to you, to inform you of offers, products and services, and to analyze advertising effectiveness. Delta Dental may also use your Personally Identifiable Information as directed by you. When necessary, Delta Dental may provide your Personally Identifiable Information to approved vendors for their use in assisting us with the maintenance and operation of the Website. Delta Dental may also disclose Personally Identifiable Information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property or safety of Delta Dental or others.

Delta Dental employs commercially reasonable security measures consistent with standard industry practice to safeguard your Personally Identifiable Information and other information collected through the Website. We have also established internal policies and procedures to limit access to your Personally Identifiable Information to only those employees who need the information to perform a specific job.

Privacy – Protected Health Information

We are required to protect certain information under the standards of the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act (collectively, “HIPAA Protected Health Information”). We use, disclose, and protect such HIPAA Protected Health Information in accordance with our Notice of Privacy Practices. Please review our Notice of Privacy Practices (which is attached at the end of these Terms and Conditions), which also governs your visit to the Website to the extent applicable, to understand our practices.

Cookies

The Website may also use “cookies” in certain areas to collect information. A “cookie” is a very small piece of information that tells our site that you have visited previously. The Website will send the “cookie” file to your browser. If your browser is set to accept cookies, the “cookie” will be stored as a file on your computer’s hard drive, taking up less than 200 bytes of disk space. The “cookie” acts like an identity card each time you visit our site. Only the Website can read the “cookie”; we cannot read “cookies” sent by other websites. We automatically track certain information based upon your behavior on the Website. This information about your behavior on the site is used by us so that we may provide better services.

You may set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being sent by us. However, it's important to remember that many of our services may not function properly if your cookies are disabled. For example, we may not remember your language preferences.

You may manage how your browser handles cookies by adjusting its privacy and security settings. Browsers are different, so refer to instructions related to your browser to learn about cookie-related and other privacy and security settings that may be available. You can opt-out of being targeted by certain Third-Party Ad-Servers, such as Google and other third parties that provide the technology to place ads on websites and track ad performance, online using the National Advertising Initiative’s Opt-Out Tool, or on TRUSTe’s site <http://preferences-mgr.truste.com/>.

Children’s Issues

No Delta Dental website is directed to children under 13 years of age, and children under 13 years of age shall not use the Website to submit any Personally Identifiable Information about themselves.

Electronic Communications

When you visit the Website or send e-mails to Delta Dental, you are communicating with Delta Dental electronically. In so doing, you consent to receive communications from Delta Dental electronically, whether by e-mail or by posting notices on the Website. By accessing the Website and/or utilizing any of its features, you thereby agree and acknowledge that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. Delta Dental will have no liability for disclosure of your Personally Identifiable Information due to errors or unauthorized acts of third parties during transmission.

Risk; Limitation of Liability

Your use of the Website is at your own risk. Neither Delta Dental nor any other party involved in creating, producing or delivering these Websites is liable for any direct, indirect, incidental, consequential, special, punitive or other damages whatsoever arising out of your access to or use of, these Websites even if Delta Dental has been advised of the possibility of such damages. Without limiting the foregoing, YOU EXPRESSLY UNDERSTAND AND AGREE THAT (A) THE WEBSITE AND ALL THE CONTENTS THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, (B) DELTA DENTAL, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS, (C) DELTA DENTAL MAKES NO WARRANTIES ABOUT THE ACCURACY, INTEGRITY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WEBSITE OR ANY ADVICE, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THESE WEBSITES, (D) DELTA DENTAL DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ITEMS. IF YOUR USE OF THE WEBSITE OR THE CONTENTS THEREOF RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, DELTA DENAL IS NOT RESPONSIBLE FOR THOSE COSTS.

Delta Dental also assumes no responsibility and shall not be liable for any damage to or viruses that may infect your computer equipment or other property, or for any loss or corruption of data on account of your access to, use of or browsing of the Website. In no event shall Delta Dental's total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you to Delta Dental, whether or not any such amounts are actually paid, for accessing the Website or any of the content thereon.

Links to Other Sites

The Website may feature various links to HTML, scripts, graphics, images, video and audio, databases or other media assets, websites, content, or other files not hosted or operated by Delta Dental (each, a "Third Party Site"), and all such links are provided solely as a convenience to you. Delta Dental has not reviewed any Third Party Site and does not control and is not responsible for any Third Party Site or its content. Notwithstanding any content on the Website

indicative of the contrary, Delta Dental makes no endorsement of or representation about any Third Party Site, or any information, software, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any Third Party Site linked to in the Website, you do so entirely at your own risk. Delta Dental assumes no responsibility for the privacy, terms of use or other policies of any Third Party Site. Delta Dental recommends that you review any Third Party Site's privacy policies before submitting any information. Delta Dental assumes no responsibility and shall not be liable for any damage to or viruses that may infect your computer equipment or other property, or for any loss or corruption of data resulting from any Third Party Site navigated to or accessed from links hosted on or contained in the Website.

Delta Dental does not guarantee that you will receive an alert when you leave the Website, and it is your responsibility to determine when you have left the Website.

Links to Website

Anyone linking to the Website must comply with all applicable laws, the following guidelines and this Policy. A Third Party Site may link to the Website, but may not replicate any content contained therein. In addition, any Third Party Site that links to the Website may not:

- create a border or browser environment around Website content,
- imply that Delta Dental is endorsing it or its products,
- misrepresent its relationship with Delta Dental,
- present false information about Delta Dental, its products or services,
- use the Delta Dental logo or name or phrase without prior written permission from Delta Dental, or
- contain illegal content, or content that could be construed as distasteful, offensive or controversial and should only contain content that is appropriate for all age groups.

Copyright Statement

All content included on these Websites, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, passwords, and software, is the property of Delta Dental or its parents, affiliates, subsidiaries, third-party content providers, or licensors and protected by United States and international copyright laws. The compilation of all content on these Websites is the exclusive property of Delta Dental and protected by the United States and international copyright laws. All software used on these Websites is the property of Delta Dental or its software suppliers and protected by United States and international copyright law. You expressly agree not to reproduce, duplicate, copy, sell, resell, make derivative works, or exploit for any commercial purposes, any portion of these Websites or connected Delta Dental websites or content, products or services made available via those sites.

Notice and Procedure for Making Claims of Copyright Infringement: It is Delta Dental's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office website: <http://www.copyright.gov/>) and other applicable intellectual property laws, which may include removing or disabling access to material claimed to be the subject of infringing activity.

For purposes of this notice and procedure section, Delta Dental will hereinafter be referred to as "Service Provider." The party alleging that a copyright he owns, or over which he has authority to act, will be referred to as the "Complaining Party." A "Subscriber" is a visitor, user, member, or account holder of Service Provider's website, network, or system.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. If you do not follow these procedures, Service Provider is not obligated to remove the information. THE FOLLOWING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING SERVICE PROVIDER THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS REQUESTS FOR TECHNICAL ASSISTANCE, REPORTS OF EMAIL ABUSE, AND PIRACY REPORTS, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

Where to Direct Notification: Compliance@deltadentalil.com.

What Notification Must Include: To be effective, the Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Specific identification of all of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Service Provider to locate all of the material;
4. Information reasonably sufficient to permit Service Provider to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the Complaining Party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that any material on Service Provider's website, system, or network is infringing your copyrights. If you are not sure whether material available online infringes your copyright, we suggest that you first contact an attorney.

Service Provider's Responsibilities Upon Receipt of Notice: Upon receipt of the written Notification containing the information as outlined in 1 through 6 above:

1. Service Provider shall remove or disable access to the material that is alleged to be infringing;
2. Service Provider shall forward the written notification to such alleged infringer ("Subscriber");
3. Service Provider shall take reasonable steps to promptly notify the Subscriber that it has removed or disabled access to the material.

Rights of the Subscriber: A Subscriber whose material has been removed or disabled as a result of a §512(c) notice may challenge the claims of infringement made by the alleged copyright owner by providing Counter Notification to Service Provider.

Counter Notification: To be effective, a Counter Notification must be a written communication provided to the Service Provider's Designated Agent that includes substantially the following:

1. A physical or electronic signature of the Subscriber;
2. Specific identification of all of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
4. The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the Subscriber will accept service of process from the person who provided notification or an agent of such person.

Service Provider's Responsibilities Upon Receipt of Counter Notice: Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above:

1. Service Provider shall take reasonable steps to promptly notify Subscriber that Service Provider has removed or disabled access to material provided by Subscriber;

2. Service Provider shall promptly provide the Complaining Party with a copy of the Counter Notification;
3. Service Provider shall inform the Complaining Party that it will replace the removed material or cease disabling access to it in ten (10) business days; and
4. Service Provider shall replace the removed material or cease disabling access to the material not less than ten (10), no more than fourteen (14) business days following receipt of the Counter Notification, provided Service Provider's Designated Agent has not received notice from the Complaining Party that an action has been filed seeking a court order to restrain Subscriber from engaging in infringing activity relating to the material on Service Provider's network or system.

Subscriber Account Termination due to Repeat Offenses: Service Provider reserves the right to suspend, disable (temporarily or permanently), terminate, or delete Subscriber accounts or access for repeated offenses involving copyright infringement on Service Provider's website, system, or network.

Trademark Statement

Delta Dental, the design mark Delta Dental and other graphics, designs, logos, page headers, button icons, scripts, trade names, and service names are trademarks, registered trademarks or trade dress of Delta Dental, its parents, affiliates, sponsors, or subsidiaries in the United States and/or other countries. Delta Dental's trademarks, service marks, trade names, service names, and trade dress may not be used in connection with any product or service that is not Delta Dental, its parents, subsidiaries, sponsors or affiliated companies, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Delta Dental, its parents, sponsors, affiliates, or subsidiaries. All other trademarks, service marks, trade names or service names not owned by Delta Dental, its parents, sponsors, affiliates or subsidiaries that appear on these Websites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Delta Dental, its parents, sponsors, affiliates or subsidiaries.

Governing Law and Jurisdiction

Delta Dental operates the Website within the United States of America, and this Policy is governed by the laws of the United States of America and the State of Illinois, without giving effect to the conflict of law provisions thereof and expressly excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. You agree that any legal action arising from or relating in any way to the Website will be brought exclusively in the Federal or State courts located in DuPage County, Illinois, and you irrevocably agree to submit to the jurisdiction of such courts. Further, you agree to indemnify, defend and hold harmless Delta Dental and its agents and affiliates against any claim, liability, expense or damages arising from or relating to your use of the Website. If any provision of this Policy shall be deemed unlawful, void, or for any other reason unenforceable, then that provision shall be

deemed severable from the remainder of the Policy and shall not affect the validity and enforceability of any remaining provisions.

Changes in this Policy

Delta Dental reserves the right to change, amend, adjust, add to or delete from this Policy as stated here from time to time, as necessary and without notice. Delta Dental advises that you check the Website frequently to obtain updates, and you expressly agree to be bound by any such updates.