

WEBSITE TERMS & CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE (the "Site"). By accessing, browsing, and/or using this Site, the customer ("You" or "Customer") signifies Your agreement to these Terms and Conditions. If You do not agree to these Terms and Conditions, do not use this Site. WOMBA, LLC and its subsidiaries and affiliates (collectively, "WOMBA," "We," or "Us") may modify these Terms and Conditions at any time and such modifications shall be deemed effective immediately upon posting of the modified Terms and Conditions. Your continued use of the Site following the posting of any changes to the Terms and Conditions constitutes acceptance of those changes. Your use of certain features on this Site may also be subject to additional terms outlined elsewhere (the "Additional Terms"). By accessing such features, You agree to abide by the Additional Terms corresponding to such features.

You agree to review these Terms and Conditions, as well as the accompanying Privacy Policy [here](#) periodically to be aware of such modifications. YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR STATE OR THAT YOU ARE AT LEAST THIRTEEN (13) YEARS OF AGE AND YOUR PARENT OR GUARDIAN HAS REVIEWED THESE TERMS AND CONDITIONS WITH YOU AND HAS AGREED TO THEM.

You are solely responsible for obtaining, installing, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Site. Minimum systems requirements apply to the use of the Sites and it is solely your responsibility to ensure your computer system complies with these requirements. You agree that you are solely responsible for maintaining the security of your computer(s) and all personal and other data, including without limitation, encryption of data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE. WOMBA is not responsible for back-up or restoration of your information or for any loss of or disablement of access to your information. We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple WOMBA servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any WOMBA server. We do not guarantee the protection of Your content or data located on Our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

Site Content

While We may make reasonable efforts to provide accurate and timely information on this Site, You should not assume that the information provided is always accurate or current or that the Site contains all the relevant information available. Under no circumstances will WOMBA be liable in any way for any (i) information, data or other content available on this Site, including, but not limited to, any errors or omissions in any such information, data, or content or any loss or damage of any kind incurred as a result of the use of or access to such information, data, or content, or (ii) denial of access to any information, data, or content available on this Site, or (iii) for any damage resulting from any actions you take in response to any such information, data, or content.

In addition, certain areas of the Site may contain content from other third-party users ("Users"), and WOMBA assumes no responsibility for the accuracy, quality, or value of any content, data, documents,

graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or similar features reflecting user-generated content, and We do not endorse any advice or opinion contained therein. WOMBA does not endorse and has no control over what Users post or submit in connection with the Site. Customer acknowledges that WOMBA cannot guarantee the accuracy of any information submitted by any User, nor any identity information about any User. WOMBA reserves the right, in its sole discretion, to reject, posting or other content, or to restrict, suspend, or terminate any User's access to all or any part of the Site at any time, for any or no reason, with or without prior notice, and without liability. WOMBA reserves the right to investigate and take appropriate action against any User who, in WOMBA's sole discretion, is suspected of violating this Agreement, including without limitation, reporting such User to law enforcement authorities.

WOMBA does not represent or warrant that the Site or its features are virus-free or free from any malware, spyware or any other programs designed to impact, impede or destroy the functionality of any computer or to software or hardware or which may compromise the data security or integrity, of Your computer.

Third Party Products or Services

Certain products, services and other materials that may be made available via the Site may include products, services or other materials from third-party commercial entities. You agree that You will not use any such products, services or materials in a manner that would infringe or violate the rights of any other party and that WOMBA is not in any way responsible for any such use by You. You further acknowledge that WOMBA is not responsible for examining or evaluating the content or accuracy of such products, services or materials and that WOMBA will not have any liability or responsibility for any such products, services or materials however accessed.

Third-Party Links

You may encounter links to this Site on third-party websites. Third-party links are provided to You by WOMBA solely as a convenience. Access to any of the third-party web sites linked to from any other web site is entirely at Your own risk and is solely governed by the terms and policies applicable to such third party websites, and not these Terms and Conditions. Accordingly, you should carefully review the privacy and other policies and terms of such third-party websites. The inclusion of a link to third party sites does not imply endorsement of the website by WOMBA or any association with its operators. WOMBA in no way implies affiliation, endorsement, or adoption of any linked website, of the owner or operator of such a website, or of any content displayed on such a website. WOMBA does not control in any way such third-party websites. WOMBA accepts no responsibility for—and otherwise makes no claim or representation regarding—the quality, content, or reliability of third-party websites or services accessible by link from this Site, or third-party websites linking to this Site. When leaving the Site using a link, you should be aware that this Agreement and WOMBA's Privacy Policy no longer govern Your use of or access to whichever website You may view. You should therefore review the terms of use and privacy practices and procedures of any website You visit.

You acknowledge that through Your use of certain areas of the third-party sites, You may have access to content or information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of third-party sites by children is Your responsibility and that WOMBA is not responsible for content on third party sites. The WOMBA Web Site may produce automated search results or otherwise link you to other sites on the Internet. WOMBA provides these links to third-party websites solely as a convenience to you. These sites may contain information or material that some people may find inappropriate or offensive. Such sites are not under the control of WOMBA, and You acknowledge that WOMBA is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. You further acknowledge that WOMBA is not responsible for examining or evaluating the content or

accuracy of such third-party sites and WOMBA does not warrant and will not have any liability or responsibility for any third-party websites or for the products, services or content contained thereon.

Intellectual Property

WOMBA respect the intellectual property of others and expects others to do the same. In order to protect the integrity of its trademarks, WOMBA prohibits You from using any trademark or service mark appearing on this Site without the prior written consent of WOMBA or the third-party owner of such mark. WOMBA and the WOMBA and design logo are registered trademarks and/or service marks of WOMBA or its subsidiaries. Other trademarks appearing on this website or other sites linked to from this website are the property of WOMBA or their respective owners who may or may not be affiliated with or connected to WOMBA or the services described on this Site.

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You may not access, or attempt to access, any materials or information on this Site through any means not purposely made available by WOMBA. Except as noted above, WOMBA does not grant to you any right or license by implication, estoppel, or otherwise in or under any copyright, trademark, service mark, registered trademark, or proprietary right of WOMBA or any third party.

Use of Cookies

WOMBA may use a technology nicknamed "cookies" to help personalize Your online experience. A cookie is a text file that is placed on Your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to Your computer. Cookies are uniquely assigned to You, and can only be read by a web server in the domain that issued the cookie to You.

The purpose of a cookie is to tell the Web server that You have returned to a specific page and helps Us to recall Your specific information on subsequent visits. This simplifies the process of recording Your personal information, such as billing addresses, shipping addresses, and so on. When You return to the same WOMBA Web site, the information You previously provided can be retrieved, so You can easily use the Website features that You customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but You can usually modify Your browser setting to decline cookies if You prefer. If You choose to decline cookies, You may not be able to fully experience the interactive features of the WOMBA services or Website.

Conduct

You may not submit or transmit through the Site any material, or otherwise engage in any conduct that:

- violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- impersonates any person, business or entity, including and its employees and agents;
- contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- violates these Terms and Conditions, or any policy posted on the Site, or
- interferes with the use of the Site by others;

You may not use the Site or any product or service featured on the Site in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Site or which would commit fraud on a third party. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Service.

If WOMBA believes that the Site, an individual's MyWOMBA Account, or any product or service associated with the Site is being used in any of the aforementioned ways, WOMBA may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution and terminate Your access to the Site, including to Your MyWOMBA Account. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, WOMBA reserves the right, subject to applicable law, to provide information in response to law enforcement requests, subpoenas, court orders, to protect WOMBA's rights, property and customers. WOMBA reserves all of its rights at law and equity to proceed against anyone who uses the Site in any manner except as authorized hereunder.

WOMBA, LLC
PRIVACY AND SECURITY POLICY

Introduction

WOMBA is committed to protecting Your privacy. The purpose of this privacy policy is to let our visitors (“You” “Your”, “User”) know what kind of information We collect via the Site and how We use such information. By using the Site, You agree to the collection and use of Your information in accordance with this Privacy Policy. Please note that this policy applies only to this Site, and not to other companies' or organizations' websites to which We link.

Information We Collect And How We Collect It

Information about the Site

We keep track of the pages Our visitors’ access within the Site in order to determine what features and services are the most popular. We automatically gather certain usage information like the numbers and frequency of visitors to the Site. This data helps Us determine how much Our customers use parts of the site, so We can improve Our Site to assure that it is as functional and user-friendly as possible.

Non-Identifiable Information about Our Visitors

You can browse the Site without telling Us who You are or revealing any personal information about Yourself. When You visit the Site or use Our applications, services, or tools, We collect information sent to Us by Your computer, mobile phone, or other access device. This information is not associated with You personally unless You register for a personalized account with MyWOMBA. We may combine information about Your use with information about others’ use to generate aggregated information about visitors as a group. Such aggregated information does not identify or otherwise relate to You personally. We may collect information from Your interaction with Our Site, including, but not limited to, device ID, device type, geo-location information, computer and connection information, your operating system version, your browser version, the length of time you spend on pages within the Site, the site from which You linked to ours, and search terms you used in search engines which resulted in you linking to the Site, etc. We may employ analytics tools to collect user demographics, which helps inform us about our users’ ages, genders, and preferences. We may review this information and use it to view and create reports to assist us with analyzing Our users’ preferences and patterns.

Personal and/or Business Information

WOMBA is authorized to act as a representative of our clients to obtain and review personal (medical and non-medical) information for any individual applying for an insurance policy. Collection and use of this information are for underwriting and claims risk management purposes.

WOMBA only gathers and discloses information with its clients (“Customers”) pursuant to a valid authorization signed by the person seeking his or her medical records and authorizing such client to obtain such records. If a consumer (“Consumer”) who signed an authorization for a Customer to

retrieve his or her medical records wishes to retract such authorization, said Consumer must notify the corresponding Customer that originated the information gathering request.

WOMBA is fully compliant with and abides by all requirements of HIPAA and the standards enumerated in the Privacy Rule and in the Security Rule.

Security Measures

WOMBA takes seriously the security of the information it collects, and strict physical security measures as well as business continuity and disaster recovery plans provide for the protection of WOMBA information, assets, and sensitive applications and data. It is WOMBA's policy to protect computer hardware, software, data and documentation from misuse, theft, unauthorized access and environmental hazards. Any and all transmission of personal information is encrypted using Secure Socket Layer (SSL), the industry-standard encryption technology. Encryption provides a secure means to protect information as it passes over the Web between servers.

While we endeavor to safeguard Your personal information, We cannot guarantee absolute security. You acknowledge and agree that we shall not be liable for any security breach that results from causes or events that are beyond our control, such as acts of God, hacking, terrorism, power outages, defects in third-party security products and services, your own acts or omissions, and other similar events.

The facilities that house our servers, network devices, backup storage media and other equipment and information are physically secured and attended. For security and network maintenance purposes only authorized WOMBA employees monitor equipment, systems and network traffic and employee/contractor access to the system is restricted by highly secure passwords. We perform risk assessment, security audits, and system test activities on an ongoing basis. Our employees and contractors receive frequent training and reminders regarding information security and protecting the confidentiality of information. WOMBA and all its employees and contractors are contractually obligated to adhere to strict information privacy/security policies and practices. These policies expressly prohibit the inappropriate disclosure, alteration or destruction of health records or any form of client information.