

## TERMS AND CONDITIONS

The following terms and conditions (“terms and conditions”) govern your use of fepbroschures-bcbsa.com (the “website”). By clicking to access, view, or use the material on the website, you indicate that you understand and intend these terms and conditions to be the legal equivalent of a signed, binding written contract, and that you accept such terms and conditions and agree to be legally bound by them. If you “opt-in,” you authorize use of your information as outlined in this section and the privacy policy for this website.

If you do not agree with the terms and conditions, you are not granted permission to use the website and should exit immediately.

### General Information:

The Blue Cross Blue Shield Association (BCBSA) is headquartered in Chicago, Illinois, USA. The independent local Blue Cross and Blue Shield Plans in the United States underwrite and provide customer service and claims processing functions for Blue Cross and Blue Shield Service Benefit Plan members worldwide.

Questions and comments should be submitted to the local Blue Cross and Blue Shield Plan. You may call the Plan at the customer service number located on the back of your member ID card during regular business hours or you can submit an electronic inquiry using the Customer eService link provided on our homepage.

### 1. Protected access website:

The website and its contents are primarily intended for use by members covered under, and persons eligible to enroll in, the Blue Cross and Blue Shield Service Benefit Plan.

### 2. Proprietary rights:

All material contained in this website is protected by law, including without limitation United States copyright law. BCBSA also owns a copyright in this website as a collective work and/or compilation, and in the selection, coordination, arrangement, organization and enhancement of website content. Removing or altering the copyright notice on any material on the website is prohibited. Unless otherwise indicated, Blue Cross and Blue Shield companies and their controlled affiliates may reproduce and distribute content solely for use in conjunction with the conduct of their own businesses, provided that all copyright notices are included and the content is not materially altered. Unless otherwise indicated, prior written consent is required in order to modify or create derivative works based upon the content of this website. All trademarks, service marks or other logos featured on the website are protected by law. Use or misuse of these trademarks, service marks or logos is expressly prohibited and may violate federal and state law.

Please be advised that BCBSA actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

### 3. Appropriate Use:

Nothing contained, expressed, or implied on this website is intended as nor shall be construed as medical advice. No doctor-patient relationship is established between BCBSA and you by reason of your use of this website or under any circumstances whatsoever. Individual inquiries about medical issues, or sensitive or confidential matters should be addressed to the appropriate healthcare professionals. You should not rely upon the website in any way in the event of an emergency health

situation. In such an emergency situation, the user should instead call 911 or his/her healthcare provider.

**4. Contributions to the Site:**

BCBSA welcomes your input, feedback, and suggestions about how to improve our products and services, and this website. By transmitting any suggestions, material, information, or other content (collectively, "content") to BCBSA, you automatically grant BCBSA the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform and display such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. Further, unless otherwise agreed to in advance, BCBSA is free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to this Site for any purpose whatsoever, including but not limited to creating and marketing products and/or services using such information.

**5. Corrections and changes:**

While we endeavor to keep the materials on the website up to date, BCBSA cannot assume responsibility for any errors or omissions in these materials. BCBSA further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. BCBSA may make changes to these materials, or to the products or services described herein, at any time without notice, and makes no commitment to update the information contained herein.

BCBSA reserves the right to terminate your access to this website in the event that you violate these terms and conditions, or for any reason whatever.

**6. Use of the Internet:**

Use of the Internet is solely at your own risk and is subject to all applicable state, national and international laws and regulations. Neither BCBSA nor its affiliates will be liable for any loss resulting from a cause over which they do not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, natural disasters, strikes or other labor problems, wars, or governmental restrictions.

**7. Confidentiality and security cannot be guaranteed:**

Please be advised that the confidentiality of any communication or material transmitted using the public Internet or non-secure Internet electronic mail cannot be guaranteed.

**8. Privacy statement:**

The website has a privacy statement disclosing what information we collect about visitors, how we use such information, the steps we take to secure such information, how you can view and correct such information, and how you can decline to have information about you collected or used. Please visit the Privacy Policy section below to learn more.

**9. No legal advice:**

Nothing contained, expressed, or implied in this website is intended as, nor shall be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between BCBSA and you by reason of your use of this website or under any circumstances whatever. The information in this website is for general informational purposes only. If you have questions about

any law, statute, regulation, or requirement expressly or implicitly referenced in this website, you should contact your own legal counsel.

**10. Securities information:**

This website and the information contained herein does not constitute an offer or a solicitation of an offer for the purchase or sale of any securities. The website may contain information and press releases about BCBSA, Blue Cross and Blue Shield companies and controlled affiliates and business partners, and although this information was believed to be accurate as of the date prepared, BCBSA disclaims any duty or obligation to update such information. To the extent that any information is deemed to be a “forward looking statement” as defined in the rules and regulations of the Securities Act of 1933, as amended, such information is intended to fit within the “safe harbor” for forward looking information and is subject to material risk factors, which may or may not be disclosed herein.

**11. Editorial Policy:**

Our mission is to give our members well written, up-to-date, trustworthy and accurate online benefit and health-related information about the Blue Cross and Blue Shield Service Benefit Plan to empower our members to make informed and appropriate decisions about their health insurance coverage and healthcare needs.

We take prudent steps to ensure we do not provide false and/or misleading information on this website. The information on this website is not intended to replace the advice of a physician or other healthcare professional. Always consult your physician to determine your personal healthcare needs.

**12. Disclaimer of Warranty and Liability:**

USE OF FEPBROCHURES-BCBSA.COM IS ENTIRELY AT YOUR OWN RISK. NEITHER THE BLUE CROSS BLUE SHIELD ASSOCIATION NOR THEIR AFFILIATES ARE RESPONSIBLE FOR THE CONSEQUENCES OF RELIANCE ON ANY INFORMATION CONTAINED OR SUBMITTED TO THIS WEBSITE, AND THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THESE MATERIALS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BCBSA SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THESE MATERIALS. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF BCBSA TO YOU EXCEED THE PRICE PAID FOR USE OF FEPBROCHURES-BCBSA.COM

**13. Indemnification:**

You agree to defend, indemnify, and hold harmless BCBSA, its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorney’s fees and litigation expenses) relating to or arising from your use of the website and any breach by you of these terms and conditions.

**14. Governing law and jurisdiction:**

These terms and conditions will be governed by and construed in accordance with the laws of the State of Illinois, without reference to its choice of law rules. By accessing, viewing, or using the

material on the website, you consent to the jurisdiction of the federal and state courts presiding in Chicago, Illinois, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This website is controlled and operated by BCBSA from its offices within the United States. BCBSA makes no representation that materials in the website are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this website from other locations do so on their own volition and are responsible for compliance with applicable local laws.

These terms and conditions constitute the entire agreement between you and BCBSA with respect to your use of the website. If any part of these terms and conditions is held to be invalid or unenforceable for any reason, the remaining parts will remain in full force and effect. You acknowledge that, in providing you access to and use of the website, BCBSA has relied on your agreement to be legally bound by these terms and conditions. BCBSA reserves the right to terminate your access to the website in the event that you violate these terms and conditions, or for any reason whatever.

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## **PRIVACY POLICY**

The following terms and conditions govern your use of the febrochures-bcbsa.com website.

Welcome! You have arrived at an online service location that is owned and operated by the Blue Cross and Blue Shield Association (“BCBSA” or “we,” “our” or “us”). This “Privacy Policy” governs your use the febrochures-bcbsa.com website (the “Website”).

The Website is hosted and operated by Blue Cross Blue Shield Association (“BCBSA”) as part of its contract with the Office of Personnel Management (“OPM”) to administer the Federal Employee Program (“FEP”).

Your privacy is important to us. BCBSA maintains high standards for the protection of your privacy on the Website. Here is what you can expect when you visit the Website:

- Other than to fulfill a request from you or to provide you information or services as part of your contract for health benefits, we won’t sell, rent or share any individually identifiable personal information you provide without your consent or as allowed by applicable law.
- We won’t send you any unsolicited email (“spam”).
- No personal information collected at this Website will ever be used to affect your health insurance coverage by or premiums paid to a Blue Cross and Blue Shield company.

Please remember that this Privacy Policy only covers the data collection and use practices for the Website. BCBSA’s privacy policies may differ at its other websites or in its offline data collection and reporting practices. Questions regarding the privacy policy of your independent, local Blue Cross and Blue Shield company should be directed to that company.

### **The information we collect**

When accessing or using features of this Website, our web servers automatically capture your domain name; the IP address of the web page from which you enter our site; the browser name, full version (major and minor), and plugins; the resolution (width/height) and color depth; the operating system; the pages you visit on our site; and the amount of time you spend here.

We may use your information that we collect unless restricted by this Policy or by law. We may use this information for a number of purposes, including but not limited to site optimization and analytics. To the extent information is used consistent with this Policy or law, we may use the information directly or through third parties, including but not limited to business partners and third-party vendors.

To the fullest extent permitted by applicable law, we may also disclose your information if we believe in good faith that doing so is necessary or appropriate to: (i) protect or defend the rights, safety or property of BCBSA or third parties (including through the enforcement of this Privacy Policy, and other applicable agreements and policies); or (ii) comply with legal and regulatory obligations (e.g., pursuant to law enforcement inquiries, subpoenas or court orders). To the fullest extent permitted by applicable law, we have complete discretion in electing to make or not make such disclosures, and to contest or not contest requests for such disclosures, all without notice to you.

If you use the features on this Website or on the websites of our business partners, you are “opting in” and agree to our collection of information as described above. You can “opt out” or prevent us from collecting personal information by not accessing this Website or using the interactive features of this Website or the websites of our business partners. You may “opt in” or “opt out” each time you access the Website.

### **Use of the information this Website gathers/tracks**

We gather and store information in the aggregate to maintain or improve our Website, and we may share that information with other areas in BCBSA, local Blue Cross and Blue Shield companies, our business partners, or with companies we hire to help us maintain or improve the Website.

### **Cookies and Similar Technology Policy**

#### **What are cookies?**

A cookie is a small amount of data sent from a web server to your browser and stored on your computer’s hard drive. We may use cookies to collect information and enhance your user experience on Website.

#### **Cookies we use**

The Website uses essential cookies that are necessary to provide you with services available through our Website and to enable you to use some of its features. Without these cookies, the services that you have asked for cannot be provided, and we only use these cookies to provide you with those services.

#### **Disabling cookies**

If you decide at any time that you no longer wish to accept cookies from our services for any of the purposes described above, then you can typically instruct your browser, by changing its settings, to remove or stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. In order to do this, consult your browser’s technical information (instructions are usually located within the “settings,” “help” “tools” or “edit” facility). Many browsers are set to accept cookies until you change your settings.

Further information about cookies, including how to see what cookies have been set on your computer or mobile device and how to manage and delete them, visit <https://allaboutcookies.org>. If you do not accept our cookies, you may experience some inconvenience or not be able to use all portions of the services or all functionality of the services. For example, the "Next/List/Previous" navigation feature at the top of certain Website pages may not work.

**Do not track signals**

Some internet browsers may be configured to send "Do Not Track" signals to the online services that you visit. We currently do not respond to do not track signals. To find out more about "Do Not Track," please visit <https://allaboutdnt.com>.

**Sites we link to**

If you choose to use any of the links we provide to our member companies, vendors, and other third party resources, you will be directed to a new website. Protection of your privacy at all third party websites will be governed by the privacy policy at that third party's website. Please take the time to read the privacy policies at their websites.

We have business relationships with Blue Cross and Blue Shield member companies and other third party vendors and resources. These linking relationships are not a form of advertising or promotion, but part of the unique set of benefits available under the Blue Cross and Blue Shield Service Benefit Plan and the Blue Cross Blue Shield Association.

**Changes to this policy**

We may update this policy from time to time. When we do, we will post the current version on this site and we will revise the version date shown on this page. We encourage you to periodically review this policy so you will be aware of our privacy practices. Policy updated October 15, 2022.

**Make a privacy complaint**

You may submit a complaint to us if you believe that we have violated your privacy rights. To make a complaint, please write or call the customer service number for your local Blue Cross and Blue Shield company and ask for the privacy contact.

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