

Terms of Use

These Terms of Use (“Terms”) constitute a legally binding agreement between you, on behalf of the employer you represent, and United Behavioral Health, operating under the brand name Optum and its Affiliates (Affiliate is defined as an entity controlling, controlled by or under common control with a named party). Terms such as “we,” “our,” “us,” and “Company” refer to United Behavioral Health, operating under the brand name Optum and its Affiliates. These Terms describe the rules for using this website (referred to as, “Online Services”).

By using this website:

- You agree to the most-recent Terms as well as the most-recent version of our [Privacy Policies](#);
- You acknowledge and agree that any activity on this website is subject to monitoring by the Company at any time, and that the Company may use the results of such monitoring without limitation, subject to applicable law;
- You acknowledge that you have the authority to make enrollment changes.

This website is intended for a United States audience only.

This website is not intended for use by minors. By using the website, you represent that you are at least 18 years of age and are otherwise authorized to access the website.

Fraud

This website is to be used for group insurance enrollment and changes to enrollment. Any person who knowingly and with intent to defraud the Company or other person, files an enrollment containing materially false information, or conceals for the purpose of misleading the company commits a fraudulent insurance act. In New York, this is a crime that is subject to a civil penalty not to exceed \$5,000 dollars and the stated value of the claim for each violation.

User IDs and Nicknames

The Online Services may allow you to register by providing an email address and password (your “User ID”), and you may also be able to select a display name or image (“Nickname”) that identifies you on the Online Services. These are your credentials for accessing portions of the Online Services. You agree we have the right to disable and/or delete any Nicknames for any reason in our sole discretion. You are responsible for protecting your User ID. If your User ID or other activation codes you use with the Online Services are compromised, you agree to immediately inform us.

License to Use this Website and Content Ownership

Subject to these Terms, the Company grants you a personal, non-transferable, non-exclusive, revocable, limited license to view the content on the website. All rights,

title and interest in and to the website, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights remain with the Company and our licensors and vendors, and no ownership interest is transferred to you or any other entity by virtue of making content available on the website.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to use the website terminates immediately and the employer group must assign someone new. Upon the termination of this license you must stop using this website, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

Restrictions on Use of this Website

You agree:

- not to use this website in any way not explicitly permitted by these Terms;
- not to copy, modify or create derivative works involving the content on the website;
- not to misrepresent your identity, authority to access this site, or provide us with any false information in any information-collection portion of this website, and to promptly provide any updates or corrections necessary to keep such information accurate, current and complete at all times;
- 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 username or password assigned to or created by you with anyone else, including third parties, or use any username or password granted to or created by a third party;
- not to directly or indirectly authorize anyone else to take actions prohibited in this section;
- not to use or disclose our confidential/proprietary business information to any third party without our prior written permission;
- to comply with any additional website security procedures we notify you of; and
- to comply with all applicable laws and regulations while using this website.

Posting Messages, Comments or Content

Certain portions of the website may be configured to permit users to post messages, comments, or other content. You agree not to post any content:

- which is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable;
- that constitutes advertising or other solicitations; or
- the transmission of which could violate, or facilitate the violation of, any applicable law, regulation, or intellectual property rights.

You are solely responsible for the content of any postings you submit, and the Company assumes no responsibility or liability for any content submitted by you. We may, but are not obligated to, restrict or remove any and all content from a message that we determine in our sole discretion violates these Terms or is otherwise harmful to us, our customers, or any third party. We reserve the right to remove the content you provide at any time, but you understand that we may preserve and access a backup-copy, and we may disclose the content if required to do so by law.

If you do post content or submit material, and unless we indicate otherwise, you grant the Company a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant the Company and any of its sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify the Company or its affiliates for all claims resulting from content you supply.

Copyright Infringement - DMCA Notice

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that content or material on this website infringes a copyright owned by you, you (or your agent) may send the Company a notice requesting that the material be removed, or access to it blocked. This request should be sent to: DMCARegisteredAgent@uhc.com; or alternatively to: UnitedHealth Group, Attn: DCMA Registered Agent, 9900 Bren Road East, Minnetonka, MN 55343.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) 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 (f) 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. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory

requirements imposed by the DMCA. Notices and counter-notices with respect to the website should be sent to the address above.

Unsolicited Idea Submission Policy

It is our policy not to accept or consider unsolicited ideas or offers to sell intellectual property. We ask that you please do not submit any such ideas or offers to us or our employees or contractors.

This policy is intended to avoid potential misunderstandings if our technology, products, or services may seem similar to a submission made to the company. If you still choose to make a submission to us, you agree as follows, regardless of any statements made in your submission:

- We owe you no compensation.
- There is no duty of confidentiality between us and you.
- Your submission automatically becomes our property, and we may use or redistribute the contents of that submission in any way for any purpose.
- We are free to acquire, develop and sell services and products that may be competitive to those you offer or suggest.
- It is your responsibility to protect your own intellectual property, you should not make a submission to us if you have concerns about intellectual property.

If you are uncertain about the meaning of this policy or the legal ramifications of submitting materials to us, you should consult with your attorney before making a submission.

Changes to Website Content

We may change, add or remove some or all of the Content on this website at any time. In addition, please note that although our goal is to provide accurate information, certain features that may be offered through this website may not be accurate or up to date.

Links

While visiting this website you may click on a link to other websites and leave this website. We provide links to other websites that may contain information that may be useful or interesting to you. We do not endorse, nor are responsible for, the content, accuracy and accessibility of linked websites operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies on such third-party websites.

NO WARRANTY

Nothing within these Terms should be meant or implied to be a warranty. You use online services at your own risk. We do not guarantee the accuracy, completeness, timeliness, correctness or reliability of any content available

through the Online Services. Online services are provided to you when available and are provided on an “as is” basis.

We make no representation that use of our online services will be uninterrupted or error-free, or free of viruses or other harmful components.

Some states do not allow a Terms of Use to have a no-warranties provision, and even though these Terms make no warranty, if your state does not allow this type of limitation, this paragraph will not apply to you.

LIMITATION OF LIABILITY

You agree that we have no liability for any loss arising out of or relating to the items below. This limitation of liability includes any claim based on warranty, contract, tort, strict liability, or any other legal theory relating to:

- 1. These Online Services;**
- 2. Any third-party site or program accessed through the Online Services;**
- 3. Any acts or omissions by us or any third party; and/ or**
- 4. Your access or use of the Online Services.**

Some states do not allow a Terms of Use to limit liability. If your state does not allow this type of limitation, one or more of the limitations above may not apply to you.

This limitation of liability does not apply if you are a New Jersey resident. With respect to residents of New Jersey, the Released Parties are not liable for any damages unless such damages are the result of our negligent or reckless acts or omissions; and the Released Parties are not, in any case, liable for indirect, incidental, special, consequential or punitive damages.

Governing Law and Statute of Limitations

The laws of the State of Minnesota govern these Terms and any cause of action arising under or relating to your use of the website, without reference to its choice-of-law principles. You agree that the only proper jurisdiction and venue for any dispute with the Company, or in any way relating to your use of this website, is in the state and federal courts in the State of Minnesota, U.S.A. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute involving the Company or its employees, officers, directors, agents and providers. If any provision of these Terms is determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of this website, you agree to inform us in writing and to give us 30 days to cure the harm before initiating any action. You must initiate any

cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

Unless you are a resident of New Jersey, you must initiate any cause of action within one year after the claim has arisen, or you will be barred from pursuing any cause of action.

Changes to Terms

We may change these Terms at any time, and such changes will be posted. You can determine when these Terms were last revised by referring to the "Effective Date" listed at the bottom of these Terms. Any modifications will be effective immediately upon such posting. By continuing to use the website, you consent to any changes to our Terms.

Indemnification

You agree to defend, indemnify and hold us harmless from any claim, demand, or damage, including reasonable attorneys' fees, for third-party claims arising out of or related to (a) your breach of the Terms; (b) an allegation of infringement or misappropriation arising from or caused by your use of the website; (c) your gross negligence or intentional misconduct; (d) your violation of applicable law; and/or (e) your misuse or modification of the website or any content you enter. You may not transfer or assign any rights or obligations under this Agreement. You agree we have the right to hire counsel of our own choosing in connection with, and to assume the exclusive defense and control of, any matter subject to indemnification by you, and doing so will in no way limit your indemnification obligations presented in this paragraph. In any litigation, you will cooperate with us in asserting any available defenses.

Agreement to be Bound by Electronic Signature

Your affirmative act of using the website, or registering on the website, constitutes your consent to enter into agreements with us electronically, and the electronic signature to these Terms. To view and retain a copy of this disclosure or any information regarding your agreement to these policies, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

Severability

If a court of competent jurisdiction finds any clause of these Terms to be unenforceable for any reason, that clause of these Terms will be enforced to the maximum extent permissible, and the remainder of these Terms will continue in full force and effect.

Waiver

No waiver of any of these Terms is deemed a further or continuing waiver of any other term or condition.

Survival

Your obligations under the following sections survive termination of this Agreement: Copyright Infringement - DMCA Notice; Unsolicited Idea Submission Policy; NO WARRANTY; LIMITATION OF LIABILITY; Governing Law and Statute of Limitations.

Contact Us

To contact us regarding these Terms of Use or the operation of the website itself, contact us at:

Optum
Privacy Administrator
MN101-E013
1100 Optum Circle
Eden Prairie, MN 55344

Effective Date

The Effective Date of these Terms is March 10, 2021.