

Terms and Conditions for our website

Purpose

Kaiser Permanente provides this "buykp.org" Website (the "Website") to provide information about our health care plans that are available and to allow a consumer to apply for coverage.

The information provided on the Website is not a substitute for the advice of a personal physician or other qualified health care professional. Always seek the advice of a physician or other qualified health care professional with any questions regarding medical symptoms or a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Websites.

If you think you or someone you are taking care of has a medical or psychiatric emergency, call 911 or go to the nearest hospital.

Agreement

BY USING THE WEBSITES OR BY CLICKING "I ACCEPT" BELOW, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE WEBSITES.

Passwords

Kaiser Permanente has several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your Kaiser Permanente online password or account. It is your sole responsibility to (1) control the disclosure and use of your activation codes, password reset codes and password; (2) authorize, monitor, and control access to and use of your Kaiser Permanente online account and password; and (3) promptly change your password if you feel it has become compromised. If you need assistance changing your password, please call 1-800-480-0071 TTY:711

Breaches of these Terms and Conditions

By using this website you signify that you agree that the following actions shall constitute a material breach of these Terms and Conditions:

- signing on as or pretending to be another person transmitting material that infringes or violates the intellectual property rights of others or the privacy or publicity rights of others
- transmitting material that is unlawful, obscene, defamatory, predatory of minors, threatening, harassing, abusive, slanderous, or hateful to any person (including Kaiser Permanente personnel) or entity as determined by Kaiser Permanente in its sole discretion
- collecting information about others, including email addresses
- intentionally distributing viruses or other harmful computer code

Kaiser Permanente expressly reserves the right, in its sole discretion, to terminate a user's access to the Website due to any act that would constitute a violation of these Terms and Conditions. To the extent there is an inconsistency between these Terms and Conditions and the Website Privacy Statement, these Terms and Conditions shall govern.

Use by children

We do not knowingly allow children under the age of 13 to create accounts that allow access to the secured features of the Website.

Access, correction, and data integrity

Although we attempt to maintain the integrity and accuracy of the information on the Website, we make no guarantees as to its correctness, completeness, or accuracy. The Website may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Website by third parties without our knowledge. If you believe that information found on the Website is inaccurate or unauthorized, please inform us by calling 1-800-480-0071 TTY:711.

Revisions, changes, and updates

We may revise the information on the Website or otherwise change or update the Website, including these Terms and Conditions, without notice to you. Kaiser Permanente may also make improvements and/or changes in products and/or services described on the Website or add new features at any time without notice. We encourage you to periodically read these Terms and Conditions to see if there have been any changes to our policies that may affect you. Your continued use of the Website will signify your continued agreement to these Terms and Conditions as they may be revised.

Links to Third Party Websites

This Kaiser Permanente Website provides links to other websites that are not owned or controlled by Kaiser Permanente ("Third Party Websites"). We provide links to Third Party Websites as follows:

- Kaiser Permanente provides links to Third Party Websites to connect you easily to state and federal health care exchange websites.

Kaiser Permanente is not responsible for the content, security or the privacy practices of Third Party Websites. Please review the privacy statement and any terms of use of each Third Party website you visit.

Disclaimer and Limitation of liability

Disclaimer of Warranties

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Choice of law

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In addition, 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 statutory requirements imposed by the DMCA. One place to find more information is the U.S. Copyright Office website, currently located at <http://www.loc.gov/copyright> External Link.

In accordance with the DMCA, Kaiser Permanente has designated an agent to receive notification of alleged copyright infringement in accordance with the DMCA. Any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512(c)(3)(A) and should be provided in writing to our designated agent as follows:

Email: SMU-Compliance@kp.org

Please note: If you materially misrepresent that online material, product, or activity is infringing your copyrights, you may be liable for damages (including court costs and attorneys' fees) and could be subject to criminal prosecution for perjury. We suggest that you consult your legal advisor before filing a notice or counter-notice.

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