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 and does not constitute a diagnosis or professional treatment recommendation. 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; (3) promptly change your password if you feel it has become compromised; and (4) promptly inform the Site manager of any need to deactivate an account entirely. 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 violation 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
- attempting to: (1) probe, scan, "hack", or test the vulnerability of the Site or any Kaiser Permanente system or network; or (2) breach any security or authentication measures on the Site or any Kaiser Permanente system connected to either the Site
- using any "deep-link", "page-scrape", "robot", "spider", data mining tools, data gathering and extraction tools, or other automatic device, program, algorithm or methodology, to: (1) access, acquire, copy or monitor any portion of the Site, or (2) in any way reproduce or circumvent the navigational structure or presentation of the Site
• “Jailbreaking” the operating system of a mobile device using the App

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 minors 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.

In such an instance, where practicable, we will let you know when you are leaving the Site and linking to a Third Party Website. We may use an icon that we identify with an appropriate legend to let you know when you are leaving the Website. Kaiser Permanente may not be 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, if applicable. Unless we specifically advise you otherwise, links to Third Party Websites do not constitute or imply endorsement by Kaiser Permanente of those sites, the information they contain or any products or services they describe. Kaiser Permanente does not receive payment or other remuneration in exchange for you linking to or using any Third Party Website.

Deletion (Deactivation) of Your Online Account

If you request that we delete (deactivate) your online account, we will block access to your online account, but we will not delete any data or other information of the Kaiser Permanente applications or websites associated with that online account. You will not be able to use any Kaiser Permanente mobile applications or websites that use the same user ID and password associated with the online account. If you wish to reactivate your online account to regain access to such Kaiser Permanente mobile
applications or websites, please call Member Services. With a deleted (deactivated) online account you’ll only be able to receive copies of your medical records by calling Member Services for the contact information of your local medical record office.

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Choice of law

THESE TERMS AND CONDITIONS ARE GOVERNED BY CALIFORNIA LAW WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW. IF ANY VERSION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) IS ENACTED AS PART OF THE LAW OF CALIFORNIA, THAT STATUTE SHALL NOT GOVERN ANY ASPECT OF THESE TERMS AND CONDITIONS.

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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:

Agent: kp.org Copyright Compliance Department
Address: Kaiser Permanente, KP Digital, 4460 Hacienda Drive, Building A, 3rd floor, Pleasanton, CA 94588
Fax: 1-925-737-2276
Phone: 1-925-598-2799
Email: ISG.QA-Compliance@kp.org

(This telephone number is for copyright-related complaints only. No solicitations. For member and website services, call 800-556-7677.)

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Last updated: December 2022

Version 1.82