

Blue Medicare Advantage (HMO) Terms and Conditions

The following terms and conditions ("Terms and Conditions") govern your use of this website (the "Site"), and by accessing, viewing, or using the material on the Site, you indicate that you understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract, and equally binding, and that you accept such Terms and Conditions and agree to be legally bound by them. If you do not agree with the Terms and Conditions, you are not granted permission to use the Site and should exit immediately.

Internet Terms & Conditions

Proprietary rights

All material contained in this Site is protected by law, including but not limited to, United States copyright law. Except as indicated, Blue Cross and Blue Shield Association ("BCBSA") and/or Blue Cross and Blue Shield of Kansas City ("Blue KC") are the owners of the copyright in the entire content (including images, text and look and feel attributes) of www.MyBlueKCMA.com and reserve all rights in that regard. Removing or altering the copyright notice on any material on the Site is prohibited. BCBSA and/or Blue KC also own a copyright in this Site as a collective work and/or compilation, and in the selection, coordination, arrangement, organization and enhancement of Site content. Any commercial use of Site content is prohibited without the prior written consent of Blue KC. Except as indicated, BCBSA and/or Blue KC own all trademarks, service marks or other logos featured on the Site. Use or misuse of these trademarks, service mark or logos is expressly prohibited and may violate federal and state law. Please be advised that BCBSA and Blue KC actively and aggressively enforce their intellectual property rights to the fullest extent of the law.

Communications with our website

Blue KC welcomes your feedback and suggestions about how to improve our products and services and this Site. By transmitting any suggestions, information, material, or other content (collectively, "Content") to Blue KC, you automatically grant Blue KC 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, 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 whatever, including but not limited to creating and marketing products and/or services using such information. Blue KC is not responsible and shall not be liable for Content posted to the Site by visitors or persons other than Blue KC employees. Opinions or comments contained in Content reflect the views of the author and not of Blue KC unless Blue KC expressly states to the contrary.

No solicitation or offer

This Site is designed to provide general information about BCBSA and Blue KC, its products and services. Information on the Site is not intended to constitute an offer to sell or a solicitation of any particular product or service. Some products and/or services may not be available in all states or countries and in many instances may be offered only through employers or other BCBSA licensees. BCBSA is a trade association comprised of independent Blue Cross and Blue Shield Plans.

No medical services or advice

Nothing contained, expressed or implied in the Site is intended as nor shall be construed as medical advice. No doctor-patient relationship is established between Blue KC and you by reason of your use of this Site or under any circumstances whatsoever. Individual inquiries about medical issues, or sensitive or confidential matters should be addressed to appropriate health care professionals.

No legal advice

Nothing contained, expressed, or implied in this Site is intended as, nor shall be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between Blue KC and you by reason of your use of this Site or under any circumstances whatsoever. The information in this Site is for general informational purposes only. If you have questions about any law, statute, regulation, or requirement expressly or implicitly referenced in this Site, you should contact your own legal counsel.

Confidentiality cannot be guaranteed

Please be advised that the confidentiality of any communication or material transmitted to Blue KC via www.MyBlueKCMA.com or Internet electronic mail cannot be guaranteed, including personal information such as your address or social security number. To ensure private and personalized attention, you may also contact Blue KC, Blue Medicare Advantage Customer Service by telephone at 866-508-7140, or write us at Blue Cross and Blue Shield of Kansas City, Blue Medicare Advantage PO Box 8494, St. Louis, MO 63132

Internet privacy statement

This Privacy Statement discloses the information gathering and dissemination practices of Blue KC in connection with www.BlueKC.com and all other websites owned and operated by Blue KC. Blue KC can be contacted by mail at 2301 Main Street, Kansas City, MO 64108, attention Director, Marketing and Communications, by phone at 816-395-2222, or by e-mail at webmaster@bcbskc.com.

a. Collection of personal information from site visitors

Blue KC may collect and/or track (1) the home server domain names, e-mail addresses, type of client computer, files downloaded, search engine used, operating system, and type of Web browser of visitors to Blue KC's website, (2) the e-mail addresses of visitors that communicate with Blue KC via e-mail, (3) information knowingly provided by the visitor in online forms, registration forms, surveys, e-mail, contest entries, and other online avenues (including demographic and personal profile data), and (4) aggregate and user-specific information on which pages visitors access. Blue KC may place Internet "cookies" on visitors' hard drives. Internet cookies save data about individual visitors, such as the visitor's name, password, user-name, shopping cart, screen preferences, and the pages of a site viewed by the visitor. When the visitor revisits Blue KC's website, Blue KC may recognize the visitor by the Internet cookie and customize the visitor's experience accordingly. Visitors may decline Internet cookies, if any, by using the appropriate feature of their Web client software, if available. When a visitor performs a search within Blue KC's website, Blue KC may record information identifying the visitor or linking the visitor to the search performed. Blue KC may also record limited information for every search request and use that information only to solve technical problems with the service and to calculate overall usage statistics.

b. Use of personal data collected

Personal data collected by Blue KC may be used by Blue KC for many reasons, for example, for editorial and feedback purposes, for marketing and promotional purposes, for a statistical analysis of users' behavior, for product development, for content improvement, or to customize the content and layout of Blue KC's site. Aggregate data on visitors' home servers may be used for internal purposes or provided to third parties such as marketing firms. Individually identifying information, such as names, postal and e-mail addresses, phone numbers, and other personal information which visitors voluntarily provide to Blue KC may be (i) added to Blue KC's databases and used for future calls and mailings regarding site updates, new products and services, and upcoming events, or (ii) provided to reputable third parties who provide products and services which Blue KC believes that visitors may be interested in purchasing or obtaining.

c. Disclosure of personal data to third parties

Personal data collected by Blue KC may be used by Blue KC for many reasons, for example, for editorial and feedback purposes, for marketing and promotional purposes, for a statistical analysis of users' behavior, for product development, for content improvement, or to customize the content and layout of Blue KC's site. Aggregate data on visitors' home servers may be used for internal purposes or provided to third parties such as marketing firms. Individually identifying information, such as names, postal and e-mail addresses, phone numbers, and other personal information which visitors voluntarily provide to Blue KC may be (i) added to Blue KC's databases and used for future calls and mailings regarding site updates, new products and services, and upcoming events, or (ii) provided to reputable third parties who provide products and services which Blue KC believes that visitors may be interested in purchasing or obtaining.

d. Security measures

Blue KC has implemented numerous security features to prevent the unauthorized release of or access to personal information. For example, all Blue KC employees are required to certify their understanding that personal information is considered confidential, that it is important to safeguard

personal information, and that Blue KC will take appropriate action against any employee who fails to acknowledge these facts or adhere to the requisite standards of conduct. Please be advised, however, that the confidentiality of any communication or material transmitted to/from Blue KC via this site or e-mail cannot be guaranteed. Accordingly, Blue KC is not responsible for the security of information transmitted via the Internet. For more private communication, visitors who have health coverage through or administered by Blue KC can contact Blue KC, Blue Medicare Advantage by telephone at the number listed on their member identification card. Any visitor can contact Blue KC by telephone at 866-508-7140.

e. Access to and ability to correct personal data

Upon request via postal mail, e-mail, or phone, Blue KC will provide to visitors a summary of any personally identifiable information retained by Blue KC regarding the visitor. Visitors may modify, correct, change or update personally identifiable information that Blue KC has collected via this website or may cause their personal record to be removed from Blue KC's database by contacting Blue KC via postal mail, e-mail, or telephone at the addresses above.

f. Collection of personal data from children

To the extent that Blue KC is able to determine the age of users by their submissions to or communications with Blue KC's website, Blue KC will not knowingly (a) collect or post information from individuals under the age of sixteen ("children") without their parent's or guardian's consent, or (b) provide any personally identifying information collected from children, regardless of its source, to any third party for any purpose whatsoever. If registration is required for any services on the Blue KC Site, and a user submits information to Blue KC's website through such a registration process that indicates that such user is a child, the child's parent or guardian will be alerted to the child's registration and will be provided instructions on how the parent or guardian can delete the child's registration, if so desired. No information collected through Blue KC's website from users self-identified as children will knowingly be used for any direct marketing or promotional purposes. If there are no age restrictions on a contest which requires registration, and if a child wins, notification and prizes will be sent to the parent(s) or guardian(s) identified in the initial registration process.

g. Blue KC's right to contact user

Blue KC reserves the right to contact site visitors regarding account status and changes to the subscriber agreement, privacy statement, or any other policies or agreements relevant to site visitors.

h. Blue KC's right to change privacy statement

Blue KC reserves the right to change this Privacy Statement at any time by notifying visitors of the existence and location of the new or revised privacy statement. Any change to this Privacy Statement shall be effective as to any visitor that has accepted the Blue KC website Terms and Conditions before the change was made.

8. Securities information

This Site 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 Site contains information and press releases about Blue KC, and although this information was believed to be accurate as of the date prepared, Blue KC 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.

9. Disclaimer of warranty and liability

Use of this site is entirely at your own risk. Neither Blue KC nor its affiliates are responsible for the consequences of reliance on any information contained in or submitted to the site, and the risk of injury from the foregoing rests entirely with you. These materials are provided "as is" without warranty of any kind, either express 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 Blue KC to you exceed the price paid for use of the site.

10. Corrections and changes

While we endeavor to keep the materials on the Site up to date, Blue KC cannot assume responsibility for any errors or omissions in these materials. Blue KC further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within these materials. Blue KC 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. Blue KC reserves the right to terminate your access to the Site in the event that you violate these Terms and Conditions, or for any reason whatever.

11. Indemnification

You agree to defend, indemnify, and hold harmless Blue KC, 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 Site and any breach by you of these Terms and Conditions.

12. Links to other websites

This Site may, from time to time, contain links to other Internet websites for the convenience of users in locating information and services that may be of interest. Visitors to the Site acknowledge that these third-party sites are maintained by persons or organizations over which Blue KC exercises no control, and Blue KC expressly disclaims any responsibility for the content, the accuracy of the information and/or quality of products or services provided by or advertised on these third-party sites. Blue KC does not control, endorse, promote, or have any affiliation with any other website unless expressly stated in the Site.

13. 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 Blue KC 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.

14. Governing law and jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Missouri, without reference to its choice of law rules. By accessing, viewing, or using the material on the Site, you consent to the jurisdiction of the federal and state courts presiding in Kansas City, Missouri, and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. This Site is controlled and operated by Blue KC from its offices within the United States. Blue KC makes no representation that materials in the Site 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 Site 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 Blue KC with respect to your use of the Site. 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 Site, Blue KC has relied on your agreement to be legally bound by these Terms and Conditions.