

TERMS AND CONDITIONS OF USE – USER PORTAL

Last Updated: 01/23/2018

These Terms and Conditions of Use ("**Terms and Conditions**") are entered into by and between you and Access HealthNet, LLC ("**Access HealthNet**"). Access HealthNet is a sophisticated information technology platform (the "**Platform**") which allows eligible participants to select and schedule certain health care services ("**Services**") at predetermined fixed bundled case rates or other competitive rates ("**Bundled Case Rates**") with contracted providers ("**Providers**") throughout the United States (the "**AHN Program**").

As a condition of your initial and ongoing access to use the Platform (which includes the domains and subdomains www.accesshealthnet.com and/or www.thesuperoption.com), to access the AHN Program, you hereby agree as follows:

By using the Platform, you agree to comply with these Terms and Conditions and the Access HealthNet Privacy Policy, incorporated herein by reference. If you do not agree to these Terms and Conditions, please do not use the Platform.

License, Access and Account Security

Access HealthNet hereby grants you a nonexclusive, non-transferable license to view and use the Platform solely for the limited purposes of obtaining for your own use or assisting other individuals with obtaining Services through the AHN Program. As a condition of your use of the Platform, you warrant to Access HealthNet that you will not use the Platform for any purpose that is unlawful or prohibited by these Terms and Conditions. Your license to use the Platform granted by Access HealthNet immediately terminates if you do not comply with these Terms and Conditions or for any other reason determined in its sole discretion.

Access HealthNet will not be liable if for any reason all or any part of the Platform or the Covered Services is unavailable at any time or for any period or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, or non-delivery of information caused by such outages.

You must treat your user name, password and/or all other pieces of information provided for the Platform as part of Access HealthNet's security procedures as confidential, and you must not disclose such information to any other person or entity.

You agree:

- Not to provide any other person with access to the Platform, or portions of it, using your user name, password or other security information.
- To notify Access HealthNet immediately of any unauthorized access to or use of your user name or password or any other breach of security.
- Not to misrepresent your identity or provide us with any false information in any information-collection portion of the Platform.

- To ensure that you properly exit and log out of your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
- Not to access or attempt to access any portion of the Platform to which you have not been explicitly granted access.

Access HealthNet has the right to disable any user name, password or other identifier at any time in its sole discretion, including if, in Access HealthNet's opinion, you have violated any provision of these Terms and Conditions.

Other Prohibited Activity

In using the Platform, you agree not to:

- Send or otherwise transmit to or through the Platform any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material or communications of any kind; any material that can cause harm or delay to the Platform or electronic devices of any kind; or any unsolicited advertising, solicitation or promotional materials.
- Take any action intended to interfere with the operation of the Platform or alter or modify any content of the Platform.
- Reverse engineer, disassemble or decompile any section or technology on the Platform, or attempt to do any of the foregoing.
- Use the Platform or its content in any way not explicitly permitted by these Terms or the text of the Platform itself.

Access HealthNet's Proprietary Rights

You acknowledge and agree that you have no right, title or interest in or to the Platform and/or any content distributed through the Platform and you do not acquire any ownership rights by using the Platform or participating in the AHN Program. You acknowledge and agree that Access HealthNet owns all rights, title and interest in and to the systems, procedures, methodologies and practices used in connection with the Platform and the AHN Program. You acknowledge and agree that all information and other tangible or intangible material of any nature whatsoever posted on the Platform or produced by Access HealthNet through or as a result of or related to the Platform or the AHN Program (including, but not limited to the trademark/service mark/trade name "The Super Option" and any derivatives thereof and the Bundled Case Rates available through the AHN Program), shall be the sole and exclusive property of Access HealthNet.

No portion of any content made available through the Platform (including, but not limited to, the Bundled Case Rates listed on the Platform and/or otherwise made available through AHN Program materials) may be extracted, summarized, disclosed or reproduced by you in any format (including, but not limited to oral, written or electronic) without the written permission of Access HealthNet. Nothing contained herein shall be construed as conferring any license or right under any of Access

HealthNet's copyrights, trademarks or other intellectual property and proprietary rights. Unauthorized use, reproduction or rebroadcast of any content from the Platform is prohibited and shall be considered an infringement and/or misappropriation of Access HealthNet's proprietary rights. Modification of the content or use of the content for any purpose other than for offering or obtaining Covered Services is a violation of Access HealthNet's copyright and other proprietary rights, and can subject you to legal liability.

Accuracy of Information Cannot be Guaranteed

The information presented on or through the Platform is made available solely for purposes of offering or accessing Covered Services through the AHN Program. Access HealthNet does not warrant the accuracy, completeness or usefulness of any information provided by third parties. Although such material is based upon information that Access HealthNet considers reliable and current, Access HealthNet has not verified this information and does not represent that this material is accurate, current or complete, and it should not be relied upon as such. Any reliance you place on such information is strictly at your own risk. Access HealthNet disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents.

Access HealthNet is not a Medical Provider

You acknowledge and agree that Access HealthNet is: (i) a technology platform development company that provides access to Covered Services through the AHN Program; (ii) not engaged in the practice of medicine; and (iii) not itself a provider of any medical services including, but not limited to, Covered Services.

Access HealthNet is not a Third Party Administrator of a Benefit Plan

You acknowledge and agree that Access HealthNet is not a benefit plan third party administrator and Access HealthNet's review of any information provided to it related to a benefit plan is not for the purpose of auditing the correctness of any charges, determining eligibility to receive benefits through the AHN Program, determining benefit availability or determining whether any claim is payable under the AHN Program. In addition, for purposes of the Employee Retirement Income Security Act of 1974 ("ERISA") or any other state or federal laws that may be applicable, Access HealthNet shall not be deemed the "Administrator" or "Named Fiduciary" of any benefit plan. You hereby waive (and shall have no cause of action, at law or in equity, against) and release Access HealthNet, its employees, agents, officers and directors from any claims, demands, obligations, liabilities, and causes of action of every nature whatsoever, relating to, arising out of, or resulting from the enforcement of and compliance with ERISA and these Terms and Conditions.

Covered Services are not Reimbursable by any Governmental Health Care Program

You acknowledge and agree that Covered Services provided through the AHN Program are not reimbursed, in whole or in part, by any governmental health care program.

No Payment for Referral

You acknowledge and agree that individuals are free to obtain services outside of the AHN Program and no payment is made by Access HealthNet to induce or encourage any referral for healthcare services.

Links to Third Party Sites; Third Party Contact Information

The content of the Platform may include links to and contact information for third parties (collectively, "**Third Party Links**"). These Third Party Links are for your convenience only. If you use these Third Party Links, you will be outside of the Platform. Access HealthNet does not endorse and is not responsible for the availability, content, accuracy or services accessible through these Third Party Links or provided by these third parties or for your dealings with such third parties. In addition, these Third Party Links are not an endorsement or approval of these third parties. Access HealthNet encourages you to read the terms of use and privacy policies on any third party websites accessed through the Platform.

Disclaimer of Warranties

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Platform for any reconstruction of any lost data.

ACCESS HEALTHNET WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR COVERED SERVICES YOU OFFER OR OBTAIN THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE PLATFORM, OR ON ANY WEBSITE LINKED TO THE PLATFORM.

YOUR USE OF THE PLATFORM, ITS CONTENTS AND/OR ACCESS TO ANY WEBSITE, INDIVIDUAL OR ENTITY THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM AND ACCESS TO ANY WEBSITE, INDIVIDUAL OR ENTITY OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ACCESS HEALTHNET NOR ANY PERSON ASSOCIATED WITH ACCESS HEALTHNET MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER ACCESS HEALTHNET NOR ANYONE ASSOCIATED WITH ACCESS HEALTHNET REPRESENTS OR WARRANTS THAT: (I) THE PLATFORM (OR ITS CONTENTS OR ACCESS TO ANY INDIVIDUAL, ENTITY OR ANY OTHER WEBSITE THROUGH THE PLATFORM) WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; (II) DEFECTS WILL BE CORRECTED; (III) THE ACCESS HEALTHNET PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS; OR (IV) THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

ACCESS HEALTHNET HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT WILL ACCESS HEALTHNET OR ANY OF ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, CONSULTANTS, CONTRACTORS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR OR ANY OTHER PARTY'S USE, OR INABILITY TO USE, THE PLATFORM AND THE SERVICES, ANY WEBSITES LINKED TO THE PLATFORM, ANY CONTENT ON THE PLATFORM OR SUCH OTHER WEBSITES OR SERVICES OR ITEMS OFFERED OR OBTAINED THROUGH THE PLATFORM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF DATA, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY RELATED TO YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM AND/OR ACCESS THE AHN PROGRAM OR COVERED SERVICES THROUGH THE PLATFORM EVEN IF ACCESS HEALTHNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM IS TO STOP USING THE PLATFORM.

Indemnification

You agree to indemnify, defend and hold harmless Access HealthNet and its current and former officers, managers, members, employees, affiliates, consultants, contractors, third-party content providers and their successors and assignees from and against any and all liabilities, claims, damages, losses, costs (including reasonable attorneys' fees), or other expenses associated with or incurred as a result of or from: (i) your violation of these Terms and Conditions; (ii) your use of the Platform; or (iii) the actual or alleged infringement of any of Access HealthNet or third party proprietary or intellectual property right arising out of your copying, republishing, uploading, posting, transmitting, distributing, selling or using the Platform in any manner not authorized by Access HealthNet.

Changes to Terms and Conditions

Access HealthNet may revise these Terms and Conditions from time to time in its sole discretion. Any such modifications will be reflected in the then-current version of the Terms and Conditions posted on the Platform. All changes are effective immediately when the revised Terms and Conditions are posted on the Platform. Your continued use of the Platform following the posting of modified Terms and Conditions signifies your

acceptance of such modified Terms and Conditions. You should review the Terms and Conditions periodically so you are aware of any changes, as they are binding on you.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Wisconsin and the United States of America, without giving effect to any principles of conflicts of law. You irrevocably consent to the sole and exclusive jurisdiction of the state and federal courts located in Milwaukee, Wisconsin in connection with any action, suit or other proceeding arising out of or related to these Terms and Conditions or your use of the Platform. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue or forum non conveniens in any such action.

Miscellaneous

These Terms and Conditions represent the entire agreement between you and Access HealthNet related to your use of the Platform and supersedes any and all prior or contemporaneous written or oral agreements on that subject between Access HealthNet and you. If any provision of these Terms and Conditions shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. No waiver by either party of any breach or default under these Terms and Conditions shall be deemed to be a waiver of any preceding or subsequent breach or default. Access HealthNet reserves all legal rights and remedies available to it.