



The following Terms and Conditions shall govern your use of the information, tools and other content accessible via this website (the “Services”). Depending on the specific benefits provided, these services may include your Personal Health Record or other information as defined in the plan.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND AGREE THAT MY ACCESS AND USE OF THE SERVICES WILL BE GOVERNED BY THESE TERMS AND CONDITIONS.

You understand that you must provide, at your own expense, all Internet, telephone and other equipment and services necessary to access and use the Services.

Health Information and Other Content

You understand and agree that the health information and other content appearing on this website or developed with your input as part the Services:

- Is compiled from a variety of sources (“Information Providers”), including but not limited to the Associated Press, government health agencies and other health organizations, and is for informational purposes only;
- Is presented in summary form and intended to provide broad consumer understanding and knowledge of health care topics;
- Does not cover all possible uses, directions, precautions, drug interactions or adverse effects, nor mean that a particular drug or course of treatment is safe, effective or appropriate for me;
- Is not a substitute for professional health care and is not meant to replace the advice of health care professionals; and
- Does not replace or modify any benefit plan documents or other member materials.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download portions of the material from the specific Services solely for your own noncommercial use. You agree not to change or delete any proprietary notices from any material downloaded from the Services.

If you have specific health care needs, or for complete health information, please see a doctor or other health care provider. Neither Beyond Med Plans Inc. (“BMP”) nor the Information Providers make any warranty as to the reliability, accuracy, timeliness, usefulness or completeness of any content appearing on this website. You should never disregard medical advice or delay seeking it because of something you read when accessing the Services. Consult your physician before taking any drug, changing your diet, starting or stopping any course of treatment or starting a new fitness regimen.

Applicability

This Agreement shall apply to any and all of your uses of the Services via this website. These Terms and Conditions shall survive any termination of your access to any one or more of the Services. BMP may terminate your access to any one or more of the Services if you violate any of these Terms and Conditions.

Miscellaneous



This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. You agree that any legal action or proceeding between BMP and you for any purpose concerning this Agreement or any obligations of you or BMP hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Broward County, Florida. Any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after the cause of action or claim arises. BMP's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and BMP nor trade practices shall act to modify any provision of this Agreement. BMP may, at its own discretion, assign its rights and duties hereunder to any third party at any time without notice to you.

Notice

We may deliver notice to you concerning this Agreement by means of electronic mail, by a general notice posted on the website, or by written communication delivered by first-class U.S. mail to your address on record in our files.

Identification

You represent that you have properly identified yourself by entering your own name and personal identifiers when registering for this site and not those of any other person.