



TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (these “Terms”) govern and control your access to, disclosure of, and use of www.deltadentalmo.com and all forms of information hosted thereunder, whether as part of the primary domain, any subdomain, or any other designation thereof, including text, pictures, animation, video and sound recording, software programs, and any other content that may now or shall hereinafter be present thereon (the “Website”), and binds you, your Authorized Users, heirs, devisees, beneficiaries, executors, successors and assigns (“you”) and shall inure to the benefit of Delta Dental of Missouri (“Delta Dental”) and its successors and assigns. By accessing, browsing or utilizing this Website you are accepting, without limitation or qualification, these Terms as stated herein, and acknowledge that any other agreement between you and Delta Dental concerning the subject matter herein is superseded by these Terms and of no force or effect. **If you visit the Website you accept these conditions.** If you do not consent to these Terms, you should not utilize the Website in any manner whatsoever. If you have questions regarding these Terms, or feel that Delta Dental is not abiding by these Terms, please contact us at service@ddpmo.org.

Terms of Use

Access

You may access and use the Website solely to view and submit information as expressly authorized by Delta Dental, or to access other services or information provided or offered by Delta Dental, including, but not limited to, the member, provider and broker sections of the Website, as applicable. You agree not to access or use the Website for any other purpose including, without limitation, any purpose that is prohibited by these Terms or that is otherwise unlawful. You further agree to comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts and applicable licenses regarding your use of the Website. Delta Dental may, in its sole discretion, terminate or suspend your access to, and/or use of, the Website, or any portion thereof, at any time, with or without notice and for any reason (or no reason), and you agree that (a) if your authorization to access the Website is terminated, you will not thereafter access, or attempt to access, the Website, directly or indirectly, and (b) if your authorization to access the Website is suspended, you will not thereafter access, or attempt to access, the Website, directly or indirectly, until your suspension is removed and we give you express notice thereof.

Additional access Terms and Conditions may apply when entering secured access areas under the Dentist, Group or Subscriber sections of our website. Please refer to these additional Terms and Conditions in Dentist, Group or Subscriber sections as applicable.

Restricted Area

Certain portions of the Website may be accessible only to users that register to use those portions of the Website (“Registered Users”). Unauthorized use of the restricted portions of the Website (“Restricted Area”), including, but not limited to, unauthorized entry into the Restricted Area, misuse of usernames or passwords, access of the Restricted Area beyond the scope of your authorization, or misuse of any access information or information contained in the Restricted Area, is strictly prohibited. You may not attempt to gain unauthorized access to, or to permit any third party to access any portion of, the Restricted Area or any Delta Dental computer system or network, through hacking, password mining or any other means. If you register or are registered to use the Restricted Area, you will choose or be issued a username and password and, once you have a username and password, you will be considered a Registered User and issued an account to use the Website. However, we may terminate your status as a Registered User for any reason (or no reason) with or without notice to you, and you agree not to access the Restricted Area at any time after we give you notice of such termination.

Password

If you are issued a username and password, you may not authorize any third party to access and/or use your username, password, or account on your behalf, except as specifically authorized by Delta Dental. Accordingly, you agree to protect your username and password by, among other things, keeping your username and password confidential. You agree not to provide your username, password, or account information to any third party. You agree to notify us immediately of any suspicious or

unauthorized use of your username, password, or account. If you fail to comply with the foregoing obligations, you will be held fully responsible for all activities conducted using your username, password, or account.

Privacy

If you register or are registered to use the Restricted Area you may be asked to enter personal information such as email address, name, address, and phone number ("Personally Identifiable Information"). Personally Identifiable Information is collected both to confirm each registrant is unique and to give Delta Dental the information required to contact you as needed. Delta Dental may use your Personally Identifiable Information internally as needed to evaluate and improve the Website and the services provided by Delta Dental. Delta Dental may also use your Personally Identifiable Information as directed by you. When necessary, Delta Dental may provide your Personally Identifiable Information to approved vendors for their use in assisting us with the maintenance and operation of the Website. Delta Dental employs commercially reasonable security measures consistent with standard industry practice to safeguard your Personally Identifiable Information and other information collected through the Website. We have also established internal policies and procedures to limit access to your Personally Identifiable Information to only those employees who need the information to perform a specific job.

We are required to protect certain information under the standards of the Health Insurance Portability and Accountability Act or the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA Protected Health Information"). We use, disclose, and protect such HIPAA Protected Health Information in accordance with our [Notice of Privacy Practices](#). Please review our [Notice of Privacy Practices](#), which also governs your visit to the Website to the extent applicable, to understand our practices.

Personal Information Related to Children

Consistent with the Children's Online Privacy Protection Act, Delta Dental is committed to protecting children's privacy on the Internet. We do not intend to, or knowingly, collect personal information (including online contact information) of children under the age of 13, and we encourage parents or guardians to monitor children's on-line activities. If we are aware of a child under the age of 13 attempting to register on the Website, we will not accept the registration. Once we become aware of a child under the age of 13 providing personal information, we will attempt to delete that information. If your child has provided personal information, please contact us so we can delete it. If you are under the age of 13, do not provide us with any personal information.

Cookies

The Website may also use "cookies" in certain areas to collect information. A "cookie" is a very small piece of information that tells our site that you have visited previously. The Website will send the "cookie" file to your browser. If your browser is set to accept cookies, the "cookie" will be stored as a file on your computer's hard drive, taking up less than 200 bytes of disk space. The "cookie" acts like an identity card each time you visit our site. Only the Website can read the "cookie"; we cannot read "cookies" sent by other websites. We automatically track certain information based upon your behavior on the Website. This information about your behavior on the site is used by us so that we may provide better services.

Electronic Communications

When you visit the Website or send e-mails to Delta Dental, you are communicating with Delta Dental electronically. In so doing, you consent to receive communications from Delta Dental electronically, whether by e-mail or by posting notices on the Website. By accessing the Website and/or utilizing any of its features, you thereby agree and acknowledge that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.

Risk; Limitation of Liability

Your use of the Website is at your own risk. Neither Delta Dental nor any other party involved in creating, producing or delivering this Website is liable for any direct, indirect, incidental, consequential, special, punitive or other damages whatsoever arising out of your access to or use of, this Website even if Delta Dental has been advised of the possibility of such damages. Without limiting the foregoing, YOU EXPRESSLY UNDERSTAND AND AGREE THAT (A) THE WEBSITE AND ALL THE CONTENTS

THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, (B) DELTA DENTAL, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS, (C) DELTA DENTAL MAKES NO WARRANTIES ABOUT THE ACCURACY, INTEGRITY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE WEBSITE OR ANY ADVICE, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THIS WEBSITE, (D) DELTA DENTAL DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL ITEMS. IF YOUR USE OF THE WEBSITE OR THE CONTENTS THEREOF RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, DELTA DENTAL IS NOT RESPONSIBLE FOR THOSE COSTS.

Delta Dental also assumes no responsibility and shall not be liable for any damage to or viruses that may infect your computer equipment or other property, or for any loss or corruption of data on account of your access to, use of or browsing of the Website. In no event shall Delta Dental's total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you to Delta Dental, whether or not any such amounts are actually paid, for accessing the Website or any of the content thereon.

Links to Other Sites

The Website may feature various links to HTML, scripts, graphics, images, video and audio, databases or other media assets, websites, content, or other files not hosted or operated by Delta Dental (each, a "Third Party Site"), and all such links are provided solely as a convenience to you. Delta Dental has not reviewed any Third Party Site and does not control and is not responsible for any Third Party Site or its content. Notwithstanding any content on the Website indicative of the contrary, Delta Dental makes no endorsement of or representation about any Third Party Site, or any information, software, or other products or materials found there, or any results that may be obtained from using them. If you decide to access any Third Party Site linked to in the Website, you do so entirely at your own risk. Delta Dental assumes no responsibility for the privacy, terms of use or other policies of any Third Party Site. Delta Dental recommends that you review any Third Party Site's privacy policies before submitting any information. Delta Dental assumes no responsibility and shall not be liable for any damage to or viruses that may infect your computer equipment or other property, or for any loss or corruption of data resulting from any Third Party Site navigated to or accessed from links hosted on or contained in the Website.

Delta Dental does not guarantee that you will receive an alert when you leave the Website, and it is your responsibility to determine when you have left the Website.

Links to Website

Anyone linking to the Website must comply with all applicable laws, the following guidelines and this Policy. A Third Party Site may link to the Website, but may not replicate any content contained therein. In addition, any Third Party Site that links to the Website may not:

- create a border or browser environment around Website content,
- imply that Delta Dental is endorsing it or its products,
- misrepresent its relationship with Delta Dental,
- present false information about Delta Dental, its products or services,
- use the Delta Dental logo or name or phrase without prior written permission from Delta Dental, or
- contain illegal content, or content that could be construed as distasteful, offensive or controversial and should only contain content that is appropriate for all age groups.

Trademarks / Copyright

The Delta Dental name and logo and are trademarks of Delta Dental. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use any trademark displayed on the Website without the express written permission of Delta Dental. Your misuse of the trademarked name or logo of Delta Dental, or any menus, labels, or other content of the Website, is strictly prohibited. You are also advised that Delta Dental will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution. Delta Dental reserves all rights pertaining to the Website.

You should assume that everything you see, read or access on the Website is copyrighted and owned by Delta Dental unless otherwise noted, and may not be used except as provided in this Policy without the express written permission of Delta Dental.

All images, designs, icons, logos, photographs and other materials that appear or are accessible on the Website (“Website Materials”) are copyrights, trademarks and trade dress and/or other intellectual properties owned, controlled and/or licensed by Delta Dental. The use of Website Materials by you or anyone else authorized by you is prohibited unless specifically permitted by this Policy. In addition to violating this Policy, any unauthorized use of such images may violate, without limitation, copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Sale of Delta Dental or its Assets

The information collected through and contained on the Website (the “Information”) is considered a trade secret of Delta Dental. As the owner of the Information, Delta Dental may disclose, transfer or sell any Information as an asset of the company in conjunction with due diligence for or completion of a merger, reorganization or sale to a third party of Delta Dental or in conjunction with a sale of any portion of Delta Dental’s assets. Although such an event is not currently anticipated, changes to this Policy may result from changes in Delta Dental’s status.

Acceptance of Terms of Use Policy

In case of any inconsistency between this English language Terms of Use Policy and its translation into another language, this English language document controls.

Governing Law and Jurisdiction

Delta Dental operates the Website within the United States of America, and this Policy is governed by the laws of the United States of America and the State of Missouri, without giving effect to the conflict of law provisions thereof and expressly excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. You agree that any legal action arising from or relating in any way to the Website will be brought exclusively in the Federal or State courts located in St. Louis County, Missouri, and you irrevocably agree to submit to the jurisdiction of such courts. Further, you agree to indemnify, defend and hold harmless Delta Dental and its agents and affiliates against any claim, liability, expense or damages arising from or relating to your use of the Website. If any provision of this Policy shall be deemed unlawful, void, or for any other reason unenforceable, then that provision shall be deemed severable from the remainder of the Policy and shall not affect the validity and enforceability of any remaining provisions.

Changes in this Policy

Delta Dental reserves the right to change, amend, adjust, add to or delete from this Policy as stated here from time to time, as necessary and without notice. Delta Dental advises that you check the Website frequently to obtain updates, and you expressly agree to be bound by any such updates.