



## Terms & Conditions of Use

*Revised July 2017*

**The following language contains the Terms and Conditions of your access and use of this website.**

This document sets out the terms and conditions upon which Amalgamated agrees to make available and you agree to access and use the Amalgamated website. Please read the following Terms & Conditions of Use (“Terms of Use”) carefully before accessing or using any part of this website. By accessing or using the Amalgamated website, you agree to be bound by these Terms of Use, and the processing of your personal data in accordance with the Amalgamated **Privacy Statement**, which is herein incorporated into these Terms & Conditions of Use. If you do not wish to agree to these Terms of Use, do not access or use any part of this website. You agree that no joint venture, partnership or agency relationship exists between you and Amalgamated Life as a result of these Terms of Use or your use of the Amalgamated Life website.

### **Parties**

“Amalgamated” means any member of the Amalgamated Family of Companies, which consists of Amalgamated Life Insurance Company and its affiliates: AliCare, Inc., AliCare Medical Management, Inc., Amalgamated Agency and AliGraphics.

“You” and “Your” means a user of any of the following Amalgamated Family of Company websites:

- [www.amalgamatedlife.com](http://www.amalgamatedlife.com)
- [www.amalgamatedagency.com](http://www.amalgamatedagency.com)
- [www.alicare.com](http://www.alicare.com)
- [www.alicaremed.com](http://www.alicaremed.com)
- [www.aligraphics.com](http://www.aligraphics.com)

The websites listed above shall be referred to individually or collectively as the “Amalgamated website.”

### **Use of this Website**

You agree to use the Amalgamated website only for lawful purpose, and that you shall not engage in any of the following activities: (1) using the website to violate the legal rights of others or to violate the laws of any jurisdiction or location; (2) interfering in any manner with the operation of the website and/or restricting or inhibiting the ability of any other person to access or use the website; (3) intercepting or attempting to intercept electronic communications intended for another person; (4) misrepresenting your identity, assuming the identity or likeness of another person or organization, or mispresenting an affiliation with any person or organization for any purpose; (5) transmitting or otherwise making malicious or harmful computer code, viruses, Trojans, etc. available through the website; (6) modifying, adapting, translating, or reverse engineering any portion of the website; (7) removing, obscuring or modifying any copyright, trademark, or other proprietary rights notice from the website.

Amalgamated may suspend or terminate your use of or access to this site and its applications if you violate the Terms of Use. Such suspension or termination may include the termination of any account that you have created on this website and deletion of any previously available content. Amalgamated is under no obligation to provide prior notice of such suspension or termination. You may also be subject to civil or criminal penalties for violations of the Terms of Use.

### **Amendments to Terms of Use**

Amalgamated reserves the right to amend, revise, or otherwise change these Terms of Use from time to time, as necessary, and will publish any such changes, including the date they became effective on the Amalgamated website. It is your responsibility to check the website periodically for such changes and to maintain copies of the present terms for future reference. Your continued use of the website means that you accept and agree to the revised Terms of Use. You may access this page at any time through the Terms of Use link at the bottom of each page on this website.

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and Amalgamated Life with respect to the Amalgamated Life website, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. If any part of these Terms of Use is deemed to be unenforceable, the other provisions of these Terms of Use shall remain in full force and effect.

### **Collection of Personal Information**

Through this website Amalgamated may collect, through registration processes or other means, personal information about you. Please refer to Amalgamated's [Privacy Statement](#) for details about how we use and protect your personal information. You are responsible for the accuracy of any personal information about you that you provide to Amalgamated Life through this website. You should not communicate any sensitive personal information about yourself or any other individual that concerns past, present or future physical condition, health care or services provided, or payment for such care or services, through this website.

### **Electronic Communications**

Except for information covered by our Privacy Statement, any communication or materials you transmit to or through the website, including data, comments, questions, suggestions, ideas, concepts, know-how, techniques, or the like, shall become the property of Amalgamated. Amalgamated shall be free to use, disclose, reproduce, or distribute any such communications or materials without limitation of any kind. The "Contact Us" form is not intended for, and should never be used to transmit any personal health information or information of a sensitive nature such as personal financial account information.

*Terms of Use, July 2017*



Amalgamated [Family of Companies](#) Amalgamated Life • Amalgamated Agency • AliCare • AliCare Medical Management • AliGraphics

### **Health Content**

The Amalgamated website may contain certain health content that is provided for general educational purposes only. Nothing on this website should be construed as the giving of advice

or the making of a recommendation regarding any decision or action related to your health or the health of others. If you are a patient, you should consult a doctor or other qualified health care professional regarding any specific questions that you have about your health or before making any treatment decisions. If you are experiencing a medical emergency, call 911. If you are a doctor or other qualified health care professional, you should not allow the content of this website to substitute for your own medical judgment, which you should exercise in evaluating the information on this website.

Our professional Medical Management, Utilization Management, Independent Physician Review and Care Management staff maintain current valid licenses and registrations as required by applicable state laws and regulations. Amalgamated holds life, accident, and/or health licenses in all states in which our services are offered as required by applicable law.

### **Not a Solicitation**

This site is intended to provide basic information about the range of insurance, risk management and care management solutions that Amalgamated makes available to clients, and for potential clients to request additional information about such products and services. Nothing contained on this website should be construed as an offer to enter into a contract with Amalgamated and/or its affiliated companies.

### **Links to External Websites**

This website may contain information brought to you by third parties or through links to other Internet websites, which is provided for your general knowledge only. Unless expressly stated, Amalgamated does not endorse or recommend the content of any such websites or third party information. Your use of these links and third party information is solely at your own risk and discretion. Amalgamated does not control, review, edit, or otherwise assume any responsibility for the information provided by third parties or the content of other Internet websites to which we provide links and makes no warranties or representations with respect to the accuracy, timeliness, or appropriateness of such content. Once you leave the Amalgamated website and arrive at a website or application of a third-party, whether through a link provided on the Amalgamated website or your own web navigation, Amalgamated accepts no responsibility for the content, products and/or services provided through such sites or applications.

### **Social Media**

Although Amalgamated may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the website, if any, Amalgamated is under no obligation to do so and assumes no responsibility or liability arising from the content of any such Web pages or utilities nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such pages or utilities on the website. You are prohibited from posting or transmitting any

*Terms of Use, July 2017*



Amalgamated Family of Companies Amalgamated Life • Amalgamated Agency • AliCare • AliCare Medical Management • AliGraphics

unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Amalgamated

reserves the right to object to any material for any reason and to either remove such material without prior notice or to require that you remove it.

### **Intellectual Property Rights**

The Amalgamated Website, including its applications, and any content made available through the site, is the property of Amalgamated, and protected by applicable intellectual property laws. You are granted only a limited, non-exclusive, terminable license to utilize the site as permitted by the Terms of Use. You may not, distribute, modify, transmit, reuse, repost, or use the content of the website for public or commercial purposes, including the text, images, audio, or video, without the written permission of Amalgamated. You should assume that everything you see or read on this website is copyrighted unless otherwise noted and may not be used, except as provided in the Terms of Use or in the text on the website, without the written permission of Amalgamated. Amalgamated does not warrant or represent that your use of materials displayed on the website will not infringe rights of third parties not owned by, or affiliated with, Amalgamated.

All trademarks, logos, designs, slogans, and trade dress appearing on this website, whether or not appearing in large print, italics, or with the trademark symbol, are owned by Amalgamated or its affiliate companies, or are used under license. This website may also contain or reference patents, proprietary information, technologies, products, processes, or other proprietary rights of Amalgamated and/or other parties. No license to, or right in, any such trademarks, patents, trade secrets, technologies, products, processes, and other proprietary rights of Amalgamated and/or other parties is granted to, or conferred upon, you.

### **General Disclaimer and Limitation of Liability**

While it has used reasonable efforts to ensure that the information on this website is accurate, complete, and current, Amalgamated expressly disclaims any warranty or representation regarding the accuracy, completeness, or currency of such information. THE INFORMATION ON THIS WEBSITE IS PROVIDED "AS IS," WITHOUT A WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Amalgamated does not warrant that access to this website will be uninterrupted or error free. Amalgamated further disclaims all liability for any direct, indirect, special or consequential damages, no matter their alleged cause nor theory of liability on which they are based, arising out of your use of the Amalgamated website including, but not limited to, lost profits, business interruption, loss of data or personal injury. You agree to indemnify, defend, and hold Amalgamated, its respective directors, officers, employees, agents and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to, or allegedly arising out of, your use of this website or any breach of the Terms of Use or violation of any rights of another.

*Terms of Use, July 2017*



Amalgamated Family of Companies Amalgamated Life • Amalgamated Agency • AliCare • AliCare Medical Management • AliGraphics

### **Applicable Laws**

These Terms of Use and any dispute or claim arising out of or in connection with these Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State

of New York, USA, without regard to its conflicts of law principles. Any cause of action you may have with respect to the Amalgamated website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the Amalgamated website shall be in the state or federal courts located in in the County of Westchester, State of New York. You agree to submit to the jurisdiction of such courts.

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and Amalgamated. No other terms that may have been communicated to you orally or in any other manner shall have any force or effect, course of dealing or conduct between you and Amalgamated nor any trade practices shall be deemed to modify these Terms of Use. The failure of Amalgamated to comply with these Terms of Use because of an unavoidable casualty (such as an act of God, natural disaster, war, or terrorist incident), the actions of federal, state or local governmental authorities, or for any other reason beyond the reasonable control of Amalgamated, shall not be deemed a breach of these Terms of Use. The failure of Amalgamated to insist upon or enforce the strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. If any part of these Terms of Use is unenforceable, the unenforceable provisions shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

## **CONTACT**

If you become aware of any content that may infringe the copyright of a third party or that you believe to be in violation of these Terms of Use, please contact [kspalding@amalgamatedlife.com](mailto:kspalding@amalgamatedlife.com). If you believe that any other provision of this Terms of Use has been violated, please contact [ComplianceOfficer@AmalgamatedLife.com](mailto:ComplianceOfficer@AmalgamatedLife.com).

*Terms of Use, July 2017*