

Terms of Use

This website, mobile application, telephony solution and the services offered through the foregoing (collectively, this "Site") are operated and maintained by Long Term Care Group, Inc. and/or its affiliates (collectively, "LTCG," "we" or "us") on behalf of the insurance carrier receiving this service (generally the insurance carrier you purchased your long term care insurance product from or, if a provider, the insurance carrier who sold the policy to the claimant you are performing services for). For more information on LTCG's privacy practices and the information LTCG collects on its own behalf, please view our [Privacy Policy](#), which is hereby incorporated herein by reference.

Please carefully read this agreement before using this Site. LTCG, on behalf of the insurance carrier, provides access to long term care claim information and personally identifiable information on this Site. By accessing or using this Site in any way, including, without limitation, browsing this Site, using any information, and/or submitting your personally identifiable information, you signify your understanding of, and agreement to be bound by, the terms, conditions, policies and notices contained on this webpage (these "Terms of Use"), including, but not limited to, conducting transactions electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Minnesota law. Also, you agree that LTCG may use information that you supply to LTCG for the purpose of providing you with the services provided through this Site.

Please note that these terms of use require binding arbitration of disputes (see below for details) and a waiver of class action suits.

The claimant is solely responsible for making payments to the independent provider unless the claimant has made an assignment of benefits to the provider. Each invoice submitted through the Site will be evaluated and reimbursed, if eligible under the terms of the applicable policy.

You may view, download and/or print a copy of the Content on this Site solely for your personal, noncommercial use, provided you keep intact all copyright and other proprietary notices and otherwise

protect from disclosure in accordance with applicable HIPAA and other confidentiality obligations.

LTCG may revise and update these Terms of Use by publishing notice of the updated Terms of Use on the Site. The updated Terms of Use will be effective thirty (30) calendar days after they are published to the Site and your continued use of this Site after such thirty (30) calendar day period will mean that you accept those changes.

Section 1. GENERAL INFORMATION ABOUT THIS SITE.

a. Privacy

The information you provide through this Site will be treated in accordance with applicable law and pursuant to LTCG's contractual obligations with the applicable insurance carrier. While LTCG uses commercially reasonable security safeguards to prevent unauthorized persons from accessing LTCG files or tampering with this Site, LTCG cannot guarantee that these efforts will always be successful.

b. U.S.-Based Site and Services

This Site is controlled by us from our offices within the United States. The services referred to on this Site are provided only to persons in the United States. Access to the Content or Site from outside of the United States is prohibited. You are responsible for your compliance with all applicable laws and you may not use or export the Content in violation of U.S. export laws and regulations, or the laws of any other jurisdiction.

c. Information from Others

This Site may include or provide links to other websites on the Internet. These other websites may provide opinions, recommendations, or other information from various individuals, organizations, or companies and are not maintained by, related to, sponsored by or affiliated with us and are provided as a convenience to you. Unless otherwise specifically stated, LTCG does not endorse any product or make any representation regarding the content or accuracy of any materials contained in, or linked to, any other websites on this Site.

IN PROVIDING SUCH LINKS, LTCG DOES NOT INVESTIGATE THE CONTENT OF SUCH INFORMATION. LTCG DOES NOT ENDORSE, GUARANTEE, WARRANT, OR RECOMMEND THE ACCURACY OF SUCH INFORMATION OR NECESSARILY SUBSCRIBE TO ANY SUCH OPINIONS OR

RECOMMENDATIONS. FURTHER, TO THE EXTENT THAT YOU MAKE USE OF ANY LINK TO ANY OTHER WEB SITE ON THE INTERNET, YOUR USE OF SUCH WEBSITE IS SUBJECT TO THE PRIVACY POLICY AND TERMS OF USE OF SUCH WEBSITES.

d. Submissions

As between you and LTCG, with respect to any comments, reviews or any questions, suggestions, ideas, or other information you submit, in connection with the Site (collectively, "Submissions"), you hereby grant us the royalty-free, perpetual, irrevocable, worldwide, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all Submissions, and to incorporate any Submission in other works, in any form, media, or technology now known or later developed. We will not be required to treat any Submission as confidential, and may use any Submission in our businesses (including without limitation, for products or advertising) without attribution and without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future operations.

Section 2. USE OF THIS SITE

a. User Responsibility for Account Use

You may not share your password or account with any third party. You must notify LTCG immediately by contacting security@ltcg.com, of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including, but not limited to, loss, theft or unauthorized disclosure of your password. You are responsible for all usage or activity on this Site associated with your password. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at LTCG's sole discretion, and LTCG may refer you to appropriate law enforcement agencies.

b. Service Visit Submissions

The Site offers a process for providers and claimants to electronically report service visit activities and generate and submit electronic invoices. You agree to follow the Site's instructions for use and to only furnish that information requested by the Site.

Additionally, the claimant is solely responsible for making payments to the independent provider unless the claimant has made an assignment of

benefits to the provider. The Site creates no obligations for the approval of any invoices, or otherwise implies a valid insurance policy benefit on behalf of the claimant. Each invoice submitted through the Site will be evaluated and reimbursed, if eligible under the terms of the applicable policy.

If you dispute any of the service visit information, you agree to follow the process provided by the Site to resolve such dispute.

c. Intellectual Property Rights

The content of this Site, including, but not limited to, text, uploaded information, graphics, images and software ("Content"), are protected by copyright under both United States and foreign laws, and LTCG retains all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. All trademarks and service marks used on this Site are proprietary trademarks and service marks of LTCG or its licensors.

Subject to your acceptance of these Terms of Use, LTCG authorizes you to view, download and/or print a copy of the Content on this Site solely for your personal, noncommercial use, provided you keep intact all copyright and other proprietary notices and otherwise protect from disclosure in accordance with applicable HIPAA and other confidentiality obligations. Notwithstanding this right, you are responsible for the security of all information you download, print, copy or otherwise, and LTCG assumes no responsibility or obligations for any loss or disclosure of such information.

Other than as specifically stated above, no Content from this Site may be reproduced, modified, republished, transmitted, displayed, performed, or distributed in any way. You may not modify, sell, assign, or transfer the Content or reproduce, display, distribute or otherwise use the Content in any way for your personal use, or any public or commercial purpose or otherwise except as expressly permitted herein. You may not reverse-engineer, disassemble, decompile, or create any derivative works based on the Content. Content and features of the Site are subject to change without notice at the editorial discretion of LTCG.

d. Restrictions

You may only use the Site for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, HIPAA)

and any laws regarding the export of data or software to and from the United States or other countries).

- To attempt to compromise security or tamper with system resources or other accounts.
- In any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.

Additionally, you agree not to:

- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the Content.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious.
- Submit, edit or view any information (including activities of daily living or other personal information) about any individual unless you have express authorization to do so.
- Discuss, disclose, release, reproduce, or otherwise furnish or make available any claimant or provider information or data other than submission through the Site to us.
- Access any information other than what is required to perform your official duties.

We reserve the right to fully investigate suspected violations of these Terms of Use and to cooperate fully with any law enforcement authorities, regulatory authorities, or court orders requesting or directing us to disclose the identity of anyone suspected of suspicious activity, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

e. Profile Updates and Communications

You agree to provide us, acting on behalf of your insurance carrier, true, accurate, current and complete information about yourself and your account during the registration process or as otherwise requested in connection with use of the Site, including your email address, phone number and other contact information ("Profile Information"), and to regularly update this information to maintain its completeness and accuracy. Any change that you make to your Profile Information will apply only to the account for which you make the change.

After submitting your phone number to the Site, you will receive a text message confirming your request to subscribe to text updates. In addition, on behalf of the insurance carrier, we may use your Profile Information (including email address) for notifications related to your account or use of the Site. We may require certain email or other communications to be conducted through secure or encrypted email. We will never ask you to send personal information such as account or Social Security numbers by non-secure email.

You authorize LTCG to send email, text, and/or other electronic communications to you, and other persons on your behalf. You agree that all such notices, disclosures and other communications electronically provided by LTCG satisfy legal requirements that such communications must be in writing.

Notwithstanding any current or prior election to opt in or opt out of telemarketing calls or text messages from us or anyone calling on our behalf, you expressly consent to be contacted by us or anyone calling on our behalf for any and all purposes arising out of or relating to the Site and the services provided through the Site at any telephone number you provided, or numbers which we can reasonably associate with you (e.g., from skip trace, caller ID capture, or other means). You agree we may contact you in any way, including text messages, calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing systems or an automatic texting system. You agree to promptly alert us whenever you stop using a particular telephone number. You may withdraw the consent by providing notice to us at careexchange@ltcg.com.

You agree that you will not use an email to the Site or text message us to change your address or other account information, to transmit personal credit information (including credit card numbers) or for any other financial transactions that require formal authorization in accordance with applicable law or our policies and procedures. We will not accept or process any requests or instructions submitted to the Site by email or submitted to us via text message and are not responsible for any act or failure to act as a result of any such email communication to the Site or text message to us. We are not responsible for any loss or damage that result from any unauthorized access to, or use by third parties, of any information you transmit to the Site by email or to us via text message.

f. Location Services

On behalf of the insurance carrier, the Site uses location services (e.g., geolocation and timestamp) to gather and use information based on the

current location of your mobile device or computer. We use this information to provide required functionality for the Site. By accepting these Terms of Use, you authorize the Site and LTCG to use your location data on behalf of the insurance carrier as is necessary to perform the services contemplated by the Site.

g. User Responsible for Devices and Data Usage Costs

You are responsible for any mobile device, computer, landline, Internet provider and carrier service costs. We will not reimburse you for any loss, cost or expense associated with the use or connection of mobile devices or landlines, including, but not limited to: (i) the cost of voice minutes, data charges, internet connectivity, text or other messaging, hardware, components, parts or data plans; (ii) cost of replacement devices in case of malfunction whether or not the malfunction was caused by using the Site; (iii) loss related to unavailability of, disconnection from, or disabling the Site; or (iv) loss resulting from compliance with these Terms of Use, the Privacy Policy or any other applicable rules, policies or laws.

h. Children

This Site is not intended for use by children under eighteen (18) years of age. We do not knowingly gather or solicit data from children under eighteen (18) years of age through this Site for marketing purposes. By using this Site, you represent that you are not under eighteen (18) years of age.

Section 3. DISCLAIMERS; LIMITATIONS ON LIABILITY AND CLAIMS.

a. Typographical Errors

Our goal is to provide complete, accurate, up-to-date information on our Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. This Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. LTCG therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

b. Warranty Disclaimer and Limitation of Liability

LTCG makes no representation or warranty concerning errors, omissions, delays or other defects in the information supplied to users, or that its files are free of viruses, worms, Trojan horses or other code that include or

manifest contaminating or destructive characteristics. Additionally, we are not responsible for the failure of the Site, or any transaction initiated using the Site, due to distributed denial of service attacks, system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake or extreme weather).

INFORMATION SUPPLIED BY LTCG ON THIS SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS". NEITHER LTCG, ITS SUBSIDIARIES OR AFFILIATES, NOR ANY OF THEIR RESPECTIVE OWNERS, STAFF, OR AGENTS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONTENTS OF THIS SITE OR INFORMATION FURNISHED BY THEM OR OUR AGENTS, EMPLOYEES OR REPRESENTATIVES AND SPECIFICALLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR USE, APPLICATION AND PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF USE, OF THE CONTENT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND WE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

BY ENTERING OR USING THIS SITE, YOU HEREBY EXPRESSLY AGREE THAT LTCG AND ITS RESPECTIVE PARENTS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS, DEMANDS OR CAUSES OF ACTION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, AS A RESULT OF YOUR USE OF THIS SITE OR ANY INFORMATION YOU OBTAIN ON IT OR ANY OTHER INTERACTION WITH THIS SITE. IN DOING SO, YOU AGREE THAT YOU ARE WAIVING VOLUNTARILY AND UNEQUIVOCALLY ANY LIABILITY OF LTCG. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT IN NO EVENT WILL YOU MAKE ANY CLAIM AGAINST LTCG ARISING OUT OF OR RELATING TO: (i) SELECTION OF A PROVIDER; (ii) THE PROVIDER'S RATE; (iii) THE PROVIDER'S SERVICES; (iv) INVOICES OR VISIT DATA WHETHER MANUALLY OR AUTOMATICALLY SUBMITTED FOR REIMBURSEMENT; OR (v) INVOICES OR VISIT DATA THAT WERE ADDED OR CHANGED AFTER SUBMISSION.

Please note that some jurisdictions may not allow limitations on implied warranties or the exclusion or limitation of certain damages, so some of the above exclusions may not apply to you.

c. Indemnification

You agree to defend, indemnify and hold LTCG and its subsidiaries, affiliates, licensors and services providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assignees harmless from and against any claims, liabilities, damages, judgments, awards, losses costs, expenses or fees (including reasonable attorney's fees) arising out of or relating to your violation of these Terms of Use or your use of the Site or its Contents.

d. Limitation on Actions

Any claim or cause of action arising out of your use of this Site or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by LTCG to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

Section 4. GOVERNING LAW; DISPUTE RESOLUTION.

a. Governing Law

These Terms of Use and the application of these provisions, disclosures and disclaimers and all other matters arising from your use of this Site or of any information you obtain from this Site shall be governed by the laws of the United States of America and the State of Minnesota.

b. Binding Arbitration

You agree that any dispute arising out of or relating in any way to your use of this Site requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate LTCG's intellectual property rights, LTCG may seek injunctive or other appropriate relief. The arbitration shall be conducted before one neutral arbitrator in Minneapolis, Minnesota, United States, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys'

fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms of Use, the arbitrator shall be authorized to award either party any provisional or equitable remedy permitted by applicable law.

BECAUSE THE USE OF THIS SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

c. Arbitration Award

The award of the arbitrator may be enforced in any court having jurisdiction thereof. Each party hereby consents (i) to the non-exclusive jurisdiction of the courts of the state Minnesota or to any Federal court located within the state of Minnesota for any action (1) to compel arbitration, (2) to enforce any award of the arbitrator, or (3) at any time prior to the qualification and appointment of the arbitrator, for temporary, interim or provisional equitable remedies, and (ii) to service of process in any such action by registered mail or any other means provided by law.

d. Jurisdiction; Venue

Should this Section 4 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Minneapolis, Minnesota, and you and LTCG hereby expressly consent to the exercise of jurisdiction by such courts.

Section 5. MISCELLANEOUS.

a. Severability

If any part of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of these Terms of Use will remain fully in force.

b. Notices

If not previously indicated, any notice to LTCG shall be given in writing and sent by certified and registered mail to LTCG, 11000 Prairie Lakes Drive, Suite 600, Eden Prairie, Minnesota, 55344.

c. Acknowledgement

YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH ABOVE ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND TO THEM IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY. BY USING THIS SITE OR ANY SERVICES OFFERED ON THIS SITE, YOU ACKNOWLEDGE AND CONFIRM THAT (I) YOU HAVE READ AND UNDERSTAND ALL OF THE ABOVE AGREEMENT, TERMS, POLICIES, PROVISIONS, DISCLOSURES AND DISCLAIMERS, (II) THAT THESE TERMS OF USE HAS THE SAME FORCE AND EFFECT AS A SIGNED, WRITTEN AGREEMENT, AND (III) THAT YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS OF THESE TERMS OF USE.