

CHP WEBSITE TERMS OF USE

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Welcome! You have arrived at [www.chpgroup.com] the website of Complementary Healthcare Plans, Inc. dba the CHP Group (“**CHP**”, “**we**”, “**our**”, or “**us**”). It is important that you carefully read these Terms of Use and any updates, supplements, rules and policies (“**Terms**”), as these Terms are a legal agreement between you and CHP that state the material terms and conditions that govern your use of the Website. You agree to these Terms by accessing or using the Website. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT USE THE WEBSITE.

CHP MAY PERIODICALLY AND IN ITS SOLE DISCRETION MODIFY THESE TERMS. IF CHP MATERIALLY CHANGES THESE TERMS, A NOTICE WILL BE POSTED ON THE WEBSITE, ALONG WITH THE UPDATED TERMS, AND THE “LAST UPDATED” DATE ABOVE WILL BE MODIFIED. YOUR CONTINUED USE OF THE WEBSITE FOLLOWING THE POSTING OF THE UPDATED TERMS MEANS THAT YOU ACCEPT THE UPDATED TERMS. UNLESS WE PROVIDE YOU WITH SPECIFIC NOTICE, NO CHANGES TO THESE TERMS WILL APPLY RETROACTIVELY.

1. Scope of Terms; Privacy Policy

These Terms include CHP’s privacy policies, located at <http://www.chpgroup.com/privacy-policy/> (collectively, the “**Privacy Policy**”). The Privacy Policy is incorporated by reference and also governs your visit to the Website.

These Terms are applicable to our website and the CHP-branded websites operated by Absolute Recreation Management, which are linked to the CHP website (“**Partner Websites**”); in addition, these Terms are applicable to our email newsletters; all applications published by us; and all other interactive features, products, services, and communications provided by us (collectively, the “**Website**”), which are operated by us and available via computer, mobile device, tablet, or other technology (each a “**Device**”). These Terms are also applicable to our Provider Account Page which are available to healthcare providers who have entered into a Provider Services Agreement with us (“**Providers**”).

2. Website and Content Use Restrictions

Content

The Website contains intellectual property owned by us, our licensors, or our content providers, including CHP’s proprietary information for Providers (“**Provider Content**”) and our Website layout, content, images, scripts, URLs, sounds, software, the “look and feel” of the Website, and trademarks, logos, trade names, service marks, and trade identities of CHP and other third parties (collectively with the Provider Content, “**Content**”). Unless otherwise specified, the Website and its Content are owned by CHP, our licensors, or our content providers, and are protected by copyright, trademark, or other proprietary rights. You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any Content without our prior written consent. All rights not expressly granted to you are reserved by us. Any unauthorized use of the Website or its Content is not allowed. If you are a Provider, you expressly agree that you will not use the Provider Content except in accordance with these Terms and our Provider Services Agreement.

Links to and from Third-Party Websites

This Website includes links to Partner Websites; if you access a Partner Website through

www.chpgroup.com, your use of the Partner Websites is governed by these Terms.

This Website may also include (and, if you open an Account, will include) links to other websites and the plugins from other websites that are not owned, operated or controlled by CHP. These links and plugins are provided for your convenience, and they do not signify that we endorse the websites. We have no responsibility for the content located on or accessible from the linked websites. Any activities you engage in involving linked websites are subject to privacy and other policies, terms, and conditions of use, and other rules issued by the operator of the linked websites and are entirely at your own risk. **CHP disclaims all liability in connection with the linked websites.**

Creating or maintaining any link from another website to any page on this Website without our prior written permission is prohibited. Running or displaying this Website or any information or material displayed on this Website in frames or through similar means on another website without our prior written permission is prohibited. Any permitted links to this Website must comply with all applicable laws, rule and regulations.

Submissions

CHP welcomes your suggestions, comments, and questions ("**Submissions**"). Please submit your Submissions via email to [Info@chpgroup.com]. CHP may also enable Submissions through the Website. Submissions provided to CHP through the Website are CHP's property. CHP will not be liable for any use or disclosure of any Submissions. You hereby assign, without compensation, all existing rights in and to your Submissions to CHP and represent and warrant to CHP that you have the right and authority to do so. This policy is intended to avoid the possibility of future misunderstandings if projects developed by CHP seem similar to ideas contained in your Submissions.

You are prohibited from posting or sending any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and the sender's agents to civil and criminal penalties. Any such unauthorized use of our computer systems is a violation of these Terms and applicable "anti-spam" laws. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this Website. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

Geographic and Age Restrictions

The Website is designed and intended for users in the United States. You certify that you are a resident of the United States, and CHP makes no representation that the information and services provided on our Website are applicable to, appropriate for, or available to users in locations outside the United States. If you are located outside the United States, you should be aware that your personally identifiable information will be transferred to the United States, the laws of which may be deemed by your country to have inadequate data protection. If you are located in a country outside the United States and voluntarily submit personally identifiable information to us, you thereby consent to the use of such information as provided in the Privacy Policy (<http://www.chpgroup.com/privacy-policy/>) and to the transfer of that information to, and/or storage of that information in, the United States.

You acknowledge that the Website is not for use by children under the age of 18, and you represent

and warrant that you are at least 18 years of age. We do not knowingly collect any information from persons under the age of 13, and our Website is not intentionally targeted to children under the age of 13. Children under the age of 13 should not use our Website or send any information to us without obtaining prior parental consent. If we learn that any persons under the age of 13 have provided information about themselves, the information will be deleted.

Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose. Additionally, you agree that you will not: (i) take any action that imposes, or may impose an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the Website or any activities conducted on the Website; or (iii) bypass any measures we may use to prevent or restrict access to the Website.

3. Account Registration and Security

If you are a Provider, you need to create an account to have access to the Provider Account Page and the Provider Portal; in addition, if you purchase a Membership (as set forth below), you need to create an account to participate in the CHP Active and Healthy Program or the CHP CAMplus Program (each such account, an “**Account**”). In consideration of your use of the Website, you will: (a) provide true, accurate, current and complete information about yourself as prompted by the Account registration page (such information, the “**Registration Data**”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. By providing Registration Data to us, you represent and warrant that you have the right and authority to provide such information to us.

Any personally identifiable information you provide to us through the Registration Data or your Account will be stored as set forth in the Privacy Policy (<http://www.chpgroup.com/privacy-policy/>).

Access to your Account is enabled by usernames and passwords. You should maintain your username and password in strict confidence. In no event should you share your username or password with any third party or allow another person to access your Account using your username and password. Please notify us immediately if you have any reason to believe that your username or password has been lost, compromised, or misused in any way. You are fully and solely responsible for any and all use of the Website using your username and password. We reserve the right to revoke or deactivate your username and password at any time.

4. Orders, Fees, and Billing

Fees

You are responsible for the purchase of, and payment of charges for, all Device and Internet access services and telecommunications services needed for use of this Website.

Orders and Billing

You may have the opportunity to participate in the CHP Active and Healthy Program or the CHP CAMplus Program by purchasing a program membership individually or through your employer or health plan (each, a “**Membership**”) on our Website. By submitting a completed order form for a Membership, you authorize CHP’s vendor, Authorized.Net, to bill your credit card (or other alternative payment method that may be offered by us) the current fees and charges for each Membership chosen by you. When you provide bank card information, account numbers or other information necessary to facilitate payment to us or our vendors, you represent to us that the information is

accurate, complete, and current, and that you are the authorized user of the bank card that is used to pay for the Membership. In the event legal action is necessary to collect on balances due, you agree to reimburse CHP and its vendors or agents for all expenses incurred to recover sums due, including attorney's fees and other legal expenses (including in any investigation or appeal).

All prices are in U.S. dollars. If you become aware of any unpaid sales taxes or other amounts with respect to any purchases, you must promptly report this to CHP and must timely pay such taxes or amounts.

Membership Details

Memberships are for a period of one-year; your Membership Account will be terminated after one-year unless you purchase a new Membership with us. You may not cancel your Membership after purchase except for good reason and with written notice to us setting forth the reasons for cancellation. In the event you cancel your Membership as set forth in this paragraph, we will provide a refund to you in an amount equal to the amount you paid for the Membership reduced pro rata based on the time remaining after the termination date until what would have been the expiration of the Membership term had it not been cancelled. CHP or Absolute Recreation Management may terminate your Membership for cause, including if you violate these Terms.

You can find the specific details regarding your Membership at any time by logging into your Account. If you do not have a Membership, you may learn more about the Membership benefits by browsing our Free Demo Account at <http://chpactiveandhealthy.com/getdemo.php>; however, the features, content, specifications, businesses, products, and prices described on the Free Demo Account are subject to change at any time without notice, and may differ materially from those available to you if and when you choose to purchase a Membership. The inclusion of any Membership rights, benefits, or obligations at a particular time does not imply or warrant that these rights, benefits, or obligations will be available at any other time.

You must be at least 18 years old in order to place an order for a Membership. You may only purchase a Membership for personal use, and not for any commercial purpose or for resale. We may refuse any order that we have cause to believe is for onward sale or distribution other than through distribution channels approved by us in writing. We may restrict or limit eligibility for Membership at any time, which restrictions (if any) will be posted on our Website.

Additional Terms

If you purchase a Membership, you will be redirected to a Partner Website, through which you will have the opportunity to visit third party websites regarding events, businesses, services, and classes. We have no responsibility for the type of events, businesses, services, and classes for which discounts are offered or for the content of the linked websites, as further set forth in Section 2 of these Terms. In addition, if you purchase a Membership, you will have the opportunity to receive discount codes or coupons for third party events, businesses, services, and classes; however, CHP is not involved with, or responsible for, any transaction with or activity involving any such third parties.

5. Liability, Indemnification, and Release

DISCLAIMERS

ACCESS TO THE WEBSITE AND THE INFORMATION CONTAINED ON THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CHP DISCLAIMS ALL WARRANTIES OF ANY KIND RELATING TO THE WEBSITE, EITHER EXPRESS

OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, CHP DOES NOT WARRANT THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES CHP MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE WEBSITE OR ANY OF THE INFORMATION CONTAINED THEREIN, OR PRODUCTS OR SERVICES ACQUIRED ON OR THROUGH THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND YOUR RELIANCE UPON ANY OF ITS CONTENTS IS AT YOUR SOLE RISK.

YOU WILL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO CHP AND THE WEBSITE OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION ON THE WEBSITE CAUSED BY YOU OR ANY PERSON USING YOUR USERNAME OR PASSWORD. CHP CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE OR THE INTERNET.

LIMITATIONS OF LIABILITY

IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE OR ANY OF ITS CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE WEBSITE. UNDER NO CIRCUMSTANCES WILL CHP, OR ANY OF ITS LICENSORS, PARTNERS, SUPPLIERS, OR VENDORS BE LIABLE IN ANY WAY FOR YOUR USE OF THE WEBSITE OR ANY OF ITS CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY VIRUSES THAT MAY INFECT YOUR COMPUTER, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL CHP OR ITS LICENSORS, PARTNERS, SUPPLIERS, OR VENDORS BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE WEBSITE, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY RELEASE AND HOLD CHP AND ITS LICENSORS, PARTNERS, SUPPLIERS, OR VENDORS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE. IN NO EVENT SHALL CHP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY FIVE DOLLARS (\$25.00) OR (B) THE VALUE OF YOUR PURCHASE ON THE WEBSITE.

Indemnification

Without limiting the generality or effect of other provisions of these Terms, as a condition of use, you agree to indemnify, hold harmless, and, with respect to third-party claims, if requested by CHP, defend CHP and its licensors and each of their parents, subsidiaries, affiliates, suppliers, vendors, officers, directors, affiliates, subcontractors, agents and employees (each, an "**Indemnified Party**") against all costs, expenses, liabilities and damages (including reasonable attorney's fees, including in any investigation or appeal) incurred by any Indemnified Party in connection with any claims arising out of: (i) your use of the Website; (ii) your failure to comply with any applicable laws and regulations; (iii) your breach of any of your obligations set forth in these Terms; and (iv) your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden on our infrastructure. You shall not settle any third party claim without the written consent of the applicable Indemnified Party.

6. General Provisions

Termination

CHP has the right to change or discontinue the Website or any feature of the Website at any time. If you have an Account, CHP may suspend or terminate your access to your Account at any time, for any reason or for no reason at all (although CHP may not cancel your Membership except as set forth in Section 4). CHP has the right (but not the obligation) to refuse to provide access to the Website, or any part of the Website, to any person, agency or organization, or to prohibit any person, agency or organization from using the Website, or any part of the Website, at any time, for any reason or for no reason at all, in our sole discretion.

Choice of Law; Venue

The Terms, and any dispute arising out of your use of the Website or its Content, are governed and interpreted in accordance with the laws of the State of Oregon (without regard to its conflict of laws principles) and the applicable laws of the United States. You hereby consent to the exclusive jurisdiction of the courts of the State of Oregon for the resolution of any dispute based upon or relating to these Terms.

Miscellaneous

These Terms constitute the sole agreement between you and CHP regarding your use of the Website; however, if you are a Provider and have entered into a Provider Services Agreement with us, your use of the Website is also subject to the Provider Services Agreement, and, in the event of a dispute between these Terms and the Provider Services Agreement, the terms of the Provider Services Agreement will govern. Any of these Terms which are determined to be invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of these Terms or affecting the validity or enforceability of these Terms as a whole. Failure to insist on performance of any of the terms herein will not operate as a waiver of any subsequent default. No waiver by CHP of any right under these Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part and any attempted assignment in contravention of this provision shall be void. These Terms shall be binding upon and inure to the benefit of you and CHP, and each of our respective successors and permitted assigns.

Copyright

We respect the intellectual property of others. If you believe that your work has been copied in any way that constitutes copyright infringement, please provide our Copyright Agent with the written information specified below:

- A description of the copyrighted work that you claim has been infringed upon;
- A description where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- The signature (electronic or physical) of the person authorized to act on behalf of the owner of the copyright interest.

CHP's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Complementary Healthcare Plans

ATTN: CHP Copyright Agent

PO BOX 278

Beaverton, OR 97005

We will respond expeditiously to claims of copyright infringement that are reported to our Copyright Agent, in accordance with the U.S. Digital Millennium Copyright Act of 1998 or other laws as applicable. This procedure is exclusively for notifying us that your copyrighted material has been infringed.

Thank you for visiting our Website. We hope you enjoy your visit.