

Humana Healthcare Consumer Council

Terms and Conditions of Membership

Please read the Terms and Conditions for Membership to the Humana Healthcare Consumer Council carefully before joining, but please note the highlights below:

- You agree to keep your user name and password information confidential.
- You understand that you are responsible for the Content and any picture posted as part of your profile information. For privacy purposes you are asked not to post personal pictures of yourself or family members. Consider pets, a preferred animal, hobby or non-trademark character. Do not use sports team logo's as these are trademarked.
- Certain categories of information such as your user name and profile photo are available to other users, Andrew Reise/Alida and Humana, Inc., therefore will not be kept confidential. For privacy purposes you are asked not to post personal pictures of yourself or family members. Consider pets, a preferred animal or non-trademark character. Do not use sports team logo's as these are trademarked.
- You agree not to post any Content that is illegal, threatening, obscene, or invasive of another's privacy or otherwise inappropriate.
- You agree to respect others' opinions that may be posted during Council discussions, and will not hold Andrew Reise/Alida and/or Humana, Inc. responsible for other Council members' comments that you may find offensive.
- You acknowledge that Andrew Reise/Alida and/or Humana, Inc. shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is posted via the Council.
- You agree to keep all information related to our surveys, new product ideas and product-related information confidential.
- You agree not to copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Council.
- You understand that any material downloaded (such as video) is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material.
- You understand that cookies, Java Script/Java must be enabled on your computer in order to access and participate in this Council.

Council

Terms and Conditions of Participation

Humana Healthcare Consumer Council is managed by Andrew Reise Services, commonly known as Andrew Reise, which is a Delaware Limited Liability Company established in the United States of America with principal place of business located at 9393 West 110th Street STE 500, Overland Park, KS, 66210 with the platform operated by Alida at 115 West 18th Street, 2nd Floor, New York, NY, 10011. By applying to join the Council, and in using the Council website you agree to be bound by the following terms and conditions of membership.

Please ensure you read and understand these Terms and Conditions before applying to join the Council, and that you understand and agree to these Terms and Conditions by continuing with your request to join and ongoing membership in the Council (the “Member” or “You” or “Participant”). Use of the Council Site indicates you accept these terms. If you do not accept these terms, you will not be granted access to the Council. Andrew Reise/Alida reserves the right to modify the Terms and Conditions at any time and may update them without notice to you. Terms and Conditions are considered effective upon posting of the modified guidelines on the Council website.

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION IN SECTION 19 — PLEASE READ IT CAREFULLY, AS IT AFFECTS YOUR RIGHTS.

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1) About the Council:

Andrew Reise/Alida has established this online “Council” in order to provide a dynamic, interactive space where members can answer questions and take part in discussion threads and, for some studies, other activities for research purposes to be carried out for a specific study. This Council will only be open for membership and invited to participate in studies for a specified amount of time. Timing for a study will be specified.

2) Council Membership:

Membership to the Council is open to all legal residents of the United States of America and a minimum of 18 years old or over, who is not already a member of another Council or Community Panel can apply to join. Nevertheless, we reserve the sole right to deny membership, without any requirement to justify such a rejection. In case the registration process is not successfully completed, your personal data will not be retained by us. Membership of this Council is not open to Andrew Reise/Alida employees, members of their immediate family or employees of any Andrew Reise/Alida clients and business partners.

3) Registration:

To apply to join the Council, you simply need to **click on the link** from the recruitment email and **enter your email address** on the Sign Up page, indicate your **acceptance of these Terms and Conditions**, complete a short recruitment **survey**, and **confirm your email address and create a password, and complete a welcome survey**. In consideration of your application and use of the Council, you agree that all information you provide in your application and profile is true, accurate, correct and complete. You also agree to keep your personal data up to date and accurate.

On joining, you will be asked to choose a username that will be displayed whenever you participate in the Council. You should use usernames that won't reveal who you are to protect your privacy. You may also upload a photograph should you wish to do so, however it is not recommended to use your full name, a photo of yourself or family members. Consider using an image of your pet or hobby. Please avoid trademark logos and sport teams

We may refuse to grant you, and you may not use, a screen name or email address that is already being used by someone else, that impersonates another person, that belongs to another person, that violates the intellectual property or other rights of any person, that is vulgar or otherwise offensive, or that we reject for any other reason, at our sole discretion.

4) Use of your personal data:

The information you provide to us, including all personal data, will be treated in the strictest confidence and in accordance with all applicable laws, rules and regulations, including those relating to privacy and personal data.

As part of this undertaking, we promise that:

- We will not sell you anything or pass your personal data to any third parties for marketing or sales purposes.
- Your individual responses to the Communities will remain confidential, and will only be grouped with other confidential responses, unless you explicitly consent to your responses to a specific Council, together with your personal data being passed to Humana, Inc.
- Refusal to answer a particular question will have no consequences with regard to your membership to the council, your healthcare coverage or benefits, or what you pay.
- At any time, you are entitled to request correction or deletion of the personal data you have provided.
- At any time, you have the right to request a copy of your personal data that we hold.

We will use your personal data for the purpose of granting you access to the Council, to send you invitations to take part in surveys, to contribute to online activities with the Council such as blogs, discussion boards and uploading your ideas, pictures or other Content, share your opinion via audio and video recording. Your personal data will also be used to send you other information about the Council.

As this Council is being used for research purposes, in addition to your name and contact details, we may also ask you to provide other information about yourself and your household in order to understand the profile of our membership for research analysis purposes only. This information is necessary so we can group and analyze survey results by similar demographic groups for example. Providing us with this personal data is a condition for participation in the Council as it would otherwise not be possible for us to determine whether your participation in the Council would meet such applicable criteria. You hereby consent for Andrew Reise/Alida to register your personal data in the Council database. We may also ask for certain information concerning other members in your household. You are responsible for obtaining consent, with regard to the information you provide for any household members.

In some instances, concerning our research, we may ask you to provide certain sensitive personal data, for example revealing your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership or data concerning health or sex life. You do not have to and are never required to answer these questions. Responses to these questions will remain confidential unless you explicitly and freely consent to your responses to these questions, together with your personal data, being passed to Humana, Inc. for further in-depth research analysis. If anyone under 18 is in your household, we will reach out to the parent or legal guardian to discuss the research project and receive consent.

The personal data you provide about yourself or other members in your household, when taking part in a Council, is transformed and aggregated into anonymous data, which responses are not individually identifiable, which is used by Andrew Reise/Alida and Humana, Inc., except where you have provided explicit consent for us to use your personal data otherwise.

For full details of how we use your personal data, please see our privacy policy that can be found [here](#).

5) Email Policy.

As you have voluntarily registered to be a member of the Council, and confirmed your e-mail address, phone number and postal address upon joining, you should not mark emails or other communication received from

Andrew Reise/Alida, or the Council as spam or unsolicited communication, and you might be responsible for any resulting damage to Andrew Reise or Alida.

Due to your mail-box security settings, the survey invitations you receive from us might be directed to your bulk / junk mail or similar folder. To avoid this, please add the support@humanahcc.com address to your address book.

6) Leaving the Council and cancellation of membership:

Your membership in the Council will end when the Council is closed, with no planned closing date. You have the right to withdraw from the Council at any time and can do so by sending an email to support@andrewreise.com. Andrew Reise/Alida and/or Humana, Inc. also reserves the right to withdraw membership of any member's breaching these Terms and Conditions, or other rules of the Council.

7) Acceptable content and behaviour.

Andrew Reise/Alida wants all members to be able to participate by providing their opinion and feedback to informational guidance for Humana, Inc. By joining the Council, you understand that all opinions, information, data, text, messages, pictures or any other materials posted, are the sole responsibility of the person generating or posting the Content.

Andrew Reise/Alida is dedicated to ensuring members can participate safely and respectfully, keeping in mind the views and opinions of other members. While participating in the Council, you understand that any messages, opinions, information, pictures or any other materials posted by members are the sole responsibility of the person who posted the material. You agree that you will not use your membership or allow anyone else to use your membership to post, email, transmit, upload or otherwise make available any material:

- Content that is illegal. This includes Content or any messages that solicit, promote or discuss illegal activities or encourages others to commit them, including use of an illegal substance;
- Content that is abusive, vulgar, obscene, hateful, fraudulent, or that discloses private or personal matters concerning any person. This includes language, information, or images. Masked vulgarity, obscenity or profanity (e.g. "f*ck") is deemed to be equivalent to including the actual objectionable word, phrase or symbol in your post, message or otherwise in the Council;
- "Rants," "slams," "trolls" or threats of any nature against Andrew Reise/Alida or Humana, Inc. or another company;
- Political or religious statements, commentary or Content (unless within the scope of the topic area of the Council, or if you believe play a role in your healthcare decisions);
- Off-topic comments not related to the Council or the Andrew Reise/Alida platform;
- Any material that you don't have the right to transmit under law (such as copyright, patent, trademark, trade secret, securities or other proprietary rights of any party) or under contractual or fiduciary relationships (such as nondisclosure agreements);
- Is threatening, harassing, libellous, abusive or defamatory either between members or directed towards the Council Manager, an Andrew Reise moderator, other employee or someone else;
- Sexually oriented Content (unless within the scope of the topic area of a message board as determined by Andrew Reise at its sole discretion);
- Is aimed at advertising or marketing any goods or services, promotional materials, or other forms of solicitation including chain letters, pyramid schemes, class action suits, charitable appeals, "junk mail", or "spam". This includes advertising links in signatures;

- Any posting or upload, or link that contains viruses, corrupted files, "Trojan Horses," or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Duplicate posts, spam messages, or posts repeated excessively on the Communities;
- Hyperlinks that lead to sites that violate any of the Council Terms and Conditions;
- Contains your personal contact details or the personal details of other people without their consent, including, but not limited to Andrew Reise/Alida Humana, Inc. employee's email addresses;
- Messages designed to evade profanity or other filters; and
- Any message that impersonates another person or affiliation with an entity, including but not limited to Andrew Reise/Alida.

You also agree NOT to use the Council to:

- Impersonate any person or entity, including, but not limited to, the Council Manager, an Andrew Reise/Alida of Humana, Inc. official, moderator, leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Council are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- "Stalk" or otherwise harass another;
- Harm minors in any way;
- Collect or store personal data about other users.
- Intentionally violate any other applicable law, regulation, contractual or fiduciary relationships (such as by posting inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) while accessing and using our site;
- Interfere in any way with the operation of the Council or with fellow member's Content or access to the Council, including but not limited to mail or "post" bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, or attempts to avoid messaging blocking;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Council;
- Interfere with or disrupt the Council or servers or networks connected to the Council, or disobey any requirements, procedures, policies or regulations of networks connected to the Council; or
- Evade bans or suspensions or otherwise disregard directions from Council moderators or administrators.

You acknowledge that Andrew Reise/Alida or Humana, Inc. does not pre-screen Content before it's posted to the Council, but that Andrew Reise/Alida or Humana, Inc. and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is posted via the Council.

You understand that the technical processing and transmission of the Council, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable US laws regarding the transmission of technical data exported and you don't engage in the Council when travel outside of the USA, and territories of the US like Puerto Rico and USVI.

It is important to note that Andrew Reise/Alida and Humana, Inc. does not pre-screen Content before it's posted to the Council. However, Andrew Reise/Alida and Humana, Inc. reserves the right at its sole discretion, without prior notice, to refuse or remove any Content that is posted via the Council or ban your account for violating the above reasonable provisions.

8) Council content generated, submitted or made available by or to members:

Content found in the Council site comes from a variety of sources, including other Council members. Andrew Reise/Alida or Humana, Inc. makes no claims or representations as to the accuracy, completeness, or truth of any material submitted or found in the Council. Remember that you are responsible for your own decisions to act upon the information provided by Council members.

By uploading, publishing, creating or submitting any Content to or through the Council, you grant Andrew Reise/Alida or Humana, Inc. full rights to use and distribute that Content. In legal terms this means any Content you post to publicly accessible areas of the Council will be considered a "work-made-for-hire" under copyright law for the benefit of Humana, Inc.. If for any reason such Content is deemed not to be a work-made-for-hire, you hereby assign to Humana, Inc. all right and title in and to such Content (including all intellectual property rights), including any renewals. This means that Humana, Inc. will own all rights in and to the Content you post, and no compensation will be due to you for any reason.

You acknowledge and agree that Andrew/Reise and Humana, Inc. may also disclose Content if required to do so by law or in the good faith belief that disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third-parties or breaches applicable law; or (d) protect the rights, property, or personal safety of Andrew Reise/Alida and Humana, Inc. employees, Council users and the public.

Please note that "Publicly accessible" areas of the Council are those areas of the Council that are intended by Andrew Reise/Alida and Humana, Inc., and to other Council members, employees of Andrew Reise/Alida and Humana, Inc.

9) Sharing Content and Information made available on the Council

Certain information you provide in your public Profile, such as your user name and any profile photo you choose to upload are considered publicly available to everyone including other Council members, and therefore will not be kept confidential.

Even after you remove information from your profile or delete your account, copies of that information and all posts and Content added to the Council will remain viewable by Andrew Andrew Reise/Alida and Humana, Inc.

Unauthorized Use: If your user identification or password(s) is compromised, or if you become aware of any unauthorized use of your account or other breach of security, you are responsible for promptly notifying us. You can notify us by sending an email to support@humanahcc.com.

In certain very specific cases, such as after you agree to take part in a product test or to receive your Honorarium, if applicable, in order to process the delivery of such item, Andrew Reise/Alida will forward your personal data to another company or supplier, as applicable, to fulfil your request.

Further, in certain cases, and with your explicit consent, Andrew Reise/Alida may forward your personal Council data and individual survey answers to another research company for the following reasons: sending you survey invitation by e-mail or by phone with links leading to surveys which may include personal information or analysing aggregated survey responses. Nevertheless, such third party will be required to

observe the condition that such personal data can be used only for the specific statistical, research and/or and are bound not to forward or further disclose any such personal data.

With your explicit consent, we may pass your individual responses together with your personal data to Humana, Inc. who commissioned the research. Humana, Inc. will use this information only for the purposes as explained when asking for your explicit consent.

Your information, personal or research responses, will always stay in the USA.

10) Retention of Personal Data or Information you have provided

Apart from your contact information, Andrew Reise/Alida will also gather as part of the answers you give to Andrew Reise/Alida upon registration and in any Council, other personal data such as number of household members, number of cars in the household, etc.

You hereby agree to Andrew Reise/Alida storing and using this data for statistical analyses and future selection for Communities.

The answers provided by you will be aggregated with other participants answers by Andrew Reise/Alida for security reasons and will only be shared with Humana, Inc. in an anonymised form, unless you have given you explicit consent.

11) Participation by children:

Participation in this Council is only open to individuals 18 or over. If your household composition includes anyone 17 and under, we will always contact you directly to discuss the research project and receive prior consent from the parent or legal guardian, at which time, may be asked to participate in a study about their child's healthcare experience. We will only engage a child after parent or guardian has provides written consent to do so.

12) Links to other websites:

The Council may contain links to other web sites or online resources. Because Andrew Reise/Alida or Humana, Inc. has no control over such sites and resources, you acknowledge and agree that Andrew Reise/Alida is not responsible for the availability of such external sites or resources. Andrew Reise/Alida or Humana, Inc. does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that Andrew Reise/Alida or Humana, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

13) Use of Cookies or other technology requirements

Cookies or similar technologies are used by our Council website and our partners to analyze trends, administering the site, tracking users' movements around the site and gathering demographic information

about our user base as a whole. (A cookie is a small file of letters and numbers that is stored in a web browser when a user visits our site.)

We use the following categories of cookies:

- **Strictly necessary:** These cookies are required for the proper operation of our Council website. They include cookies that track a user session or accessing secure areas of our Council website.
- **Performance:** The information these cookies collect is anonymous and is used to compile aggregate data including information about the pages users visit. Thus, helping us to improve how our Council website works ensuring users can easily navigate, engage, and find information.
- **Functionality:** These cookies are used to remember users' preferences such as username, language or region when they return to our Council website.
- **Tracking and Targeting:** These cookies record users' visit to our Council website, a particular web page they visited, or activities they participated. We will use this information to ensure we provide more relevant experience to our target visitors, and/or later aggregate the information to analyse website traffic and trends.

14) Cookies set by third-party and external sites

The Council site may contain embedded images, videos, and links to external and third-party websites. As a result, when you click on such an object, you may be presented with cookies from the owner of that respective website where the Content is hosted. Our site does not control the dissemination of such cookies. Contact the relevant third-party website for their privacy policy and cookie information. Note that disabling or removing cookies may have an adverse impact on the proper functioning of the site, and certain features may become disabled or unavailable.

As is true of most websites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, referring/exit pages, and operating system, date/time stamp, and/or clickstream data. We do not link this automatically-collected data to other information we collect about users. For more information about cookies used by Andrew Reise/Alida Council website, visit the Council website cookies policy and datasheet [here](#).

15) No Resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Council (including your Council username), Content within the Council, use of the Council, or access to the Council.

16) Proprietary Rights and Copyright:

You acknowledge and agree that the Council and any necessary software used in connection with the Council contain proprietary and confidential information by Andrew Reise/Alida, which is protected by applicable intellectual property rights and other laws.

You also understand and agree that content contained in information presented to you through the Council may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. All product names, whether or not appearing in large print or with the trademark symbol, are trademarks of Humana, Inc., licensors or joint venture partners, unless otherwise noted.

The use or misuse of these trademarks or any other materials, except as permitted herein, is expressly prohibited and may be in violation of copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. Except as expressly authorized by Humana, Inc., you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Council or the Software, in whole or in part.

You acknowledge and agree that as a Council member, you may be provided with, or asked to review new concepts, products and packaging that are still in the early stages of development. You may come in contact with, be allowed to see or use or otherwise have access to certain non-public, confidential, proprietary, or trade secret information or material that are the sole and exclusive property of Humana, Inc., including, without limitation, information with respect to the products and materials (collectively, "Confidential Information"). You shall not copy, print, store, forward or disclose to anyone by any means, the Confidential Information you will have access to, and shall not use the Confidential Information for any other purpose than the purpose it was disclosed to you.

If you believe that your work has been copied or used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with the following information:

- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the site;
- your address, telephone number, and email 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; and
- a statement by you, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Any Notice of claims of copyright or other intellectual property infringement must be sent to us at the following address: Humana Healthcare Consumer Council, Attn: Legal/DMCA , 500 W. Main Street, 21st Floor, Louisville, KY, 40202.

Please note that this procedure is exclusively for notifying us that you believe your copyrighted material has been infringed.

Humana, Inc. shall own and retain exclusive ownership of its trademarks, logos, copyrights, any content of its website and other intellectual property rights. You may not use or reproduce any of the Intellectual Property without prior written consent from Humana, Inc. Nothing in these Terms and Conditions shall be construed as granting you any license, right, title or interest in any Intellectual Property, or any patent, trademark, copyright, know-how, or similar right now or hereafter owned or controlled by Andrew Reise/Alida and/or Humana, Inc.



17) Limitation of liability.

This research Council is provided on an "as is" and "as available" basis. Andrew Reise/Alida and Humana, Inc. reserves the right to modify, restrict or withdraw this Council at any time.

You agree that access to, use of, and participation in the Council and the Content available through the Council is at your own risk, you may be exposed to Content that is opinionated, offensive, indecent or objectionable. Under no circumstances will Andrew Reise/Alida or Humana, Inc. be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Council, and to the fullest extent permitted by law, Andrew Reise/Alida and/or Humana, Inc. accepts no liability for any direct, indirect or consequential loss or damage you may incur in connection with the use of, your involvement with, or inability to use the Council or any sites linked to the Council, including without limitation any liability for loss of income, data or damage of any kind.

Any material downloaded or otherwise obtained through your use of the Council is done at your own risk, and you will be solely responsible for any damage to your computer system or loss data that results from the download or use of any such material.

No advice or information obtained from, or via the Council shall create any warranty not expressly stated in these Terms and Conditions.

18) Indemnities:

You agree to indemnify and hold Andrew Reise/Alida and Humana, Inc., and its subsidiaries, affiliates, officers, agents, co-branders, or other partners, and employees, harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Council, your use of the Council, your connection to the Council, your violation of the Terms and Conditions, or your violation of any rights of a third party.

19) Disclaimer of Warranties:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANDREW REISE/ALIDA AND Humana, Inc. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ANDREW REISE/ALIDA AND Humana, Inc. MAKES NO WARRANTY THAT (i) THE COUNCIL WILL MEET YOUR REQUIREMENTS, (ii) THE COUNCIL WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COUNCIL WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE COUNCIL WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE COUNCIL IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COUNCIL OR THROUGH THE COUNCIL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS.

A SMALL PERCENTAGE OF COUNCIL USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE COUNCIL. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE COUNCIL AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE COUNCIL -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

20) Dispute Resolution/Arbitration

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS AND THE RIGHTS OF THOSE TO WHOM YOU PROVIDE ACCESS TO YOUR ACCOUNT.

Except as expressly provided below, you and Andrew Reise/Alida and/or Humana, Inc. agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to the relationship between you and Andrew Reise/Alida and/or Humana, Inc. and its affiliates, including, but not limited to, disputes arising out of or relating to these Terms and Conditions, the Council, or your account (including matters occurring prior to the date hereof and disputes with third parties) (collectively, "Claims") will be resolved by binding arbitration. Further, all disputes or questions relating to arbitrability, such as questions as to the validity, formation, scope, and enforceability of this arbitration agreement are expressly and conclusively delegated to the arbitrator for resolution. The right and obligation to arbitrate under this section shall extend to all Claims, including those against or involving third parties such as Andrew Reise/Alida and/or Humana, Inc.' or its affiliates' officers, directors, employees, agents, shareholders, members, partners, subsidiaries, joint venturers, or contractors, all of whom or which are intended third-party beneficiaries of this arbitration agreement.

Except as expressly provided herein, any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association ("AAA"). Should the AAA be unavailable, unable, or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties shall agree on a substitute arbitration organization, such as the Judicial Arbitration and Mediation Services ("JAMS"), that will enforce the arbitration provisions as written pursuant to its rules. The parties will select a single arbitrator by mutual agreement or, if the parties cannot agree, in accordance with the Arbitration Rules. The arbitrator will be a practicing attorney with over ten (10) years' experience in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The arbitrator shall apply applicable law to all claims and defenses and shall be authorized to award any and all relief permitted by law to the party that prevails on any or all such claims or defenses.

The parties shall have an opportunity to conduct discovery sufficient to present a meaningful prosecution or defense of the claims. The arbitrator must issue their award in writing, setting forth in summary form the factual findings, evidence cited and reasons for the arbitrator's determination. To the extent permitted by the Arbitration Rules and applicable law, the arbitrator shall have the authority to issue an award or partial award without conducting a hearing on the grounds that there is no claim on which relief can be granted or that there is no genuine issue of material fact to resolve at the hearing, consistent with Rules 12 and 56 of the Federal Rules of Civil Procedure. The arbitration will be concluded within three months of the date the arbitrator is appointed. Either party may appeal an award in excess of \$75,000 to a three-arbitrator panel

administered by the AAA and selected according to the AAA Appellate Rules by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award, which notice will be contemporaneously served on the other party. Because the Terms and Conditions memorialize a transaction in interstate commerce, the United States Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.

The following matters will not be subject to arbitration but will instead be adjudicated in an appropriate court: (a) actions to enforce intellectual property rights; (b) any claim or dispute for which applicable law (as determined by a binding appellate court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a civil court; and (c) at your election, any claims that fall within the jurisdiction of an applicable small claims court.

You also agree that, to the fullest extent permitted by law: (A) CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL, NON-CLASS, AND NON-REPRESENTATIVE CAPACITY, AND THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED ABSENT CONSENT OF ALL PARTIES; (B) NO CLAIMS MAY BE BROUGHT ON A CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE CAPACITY; AND (C) THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY, EVEN FOR DISPUTES NOT SUBJECT TO ARBITRATION.

You can opt out of this arbitration agreement by timely writing to Andrew Reise, 9393 W. 110th St., Suite 500, Overland Park, KS 66210 and providing the following information: (1) name; (2) address; (3) phone number; and (4) a clear statement that you wish to opt out of this arbitration agreement. To be effective, the opt-out notice must be mailed no later than thirty (30) days after the date you become bound by the arbitration agreement by accepting these Terms and Conditions. Please note that you will continue to be bound by any older arbitration provision you did not opt out of and any other arbitration provision that might otherwise govern the Claims.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced, except that if the class, collective, or representative action waiver above is determined to be unenforceable, then the entire arbitration agreement shall be void, except that the jury waiver provision shall remain intact.

21) Changes to these Terms and Conditions.

These Terms and Conditions of membership were last reviewed on **October 19, 2023**.

Andrew Reise/Alida reserves the right to change these Terms and Conditions of Membership at any time. We will inform you of any updates via the Council website, which will be communicated by email.



22) Jurisdiction

These Terms and Conditions of Membership will be governed by the laws of the United States of America Law and the non-exclusive jurisdiction of the USA Courts.

22) Termination

Andrew Reise/Alida reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate (i) these Terms and Conditions; and/or (ii) your registration(s) with or ability to access the Council upon any breach by you of these Terms and Conditions or otherwise. Notwithstanding any termination or expiration of these Terms and Conditions, whether by Andrew Reise/Alida or by you, the terms of Sections 3, 4, 5, 6, 7, 10, 11, 12, 14, 15, 16, 17, 19, 20 and 21 shall survive.

23) Miscellaneous

These Terms and Conditions and any other terms or documents referred to herein represent your entire agreement with Andrew Reise/Alida with respect to your use and membership of the Council or any part thereof. You understand and agree that, except as expressly set forth herein, these Terms and Conditions are not intended to confer and does not confer any rights or remedies upon any person other than the parties to these Terms and Conditions. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Andrew Reise/Alida failure to pursue any available claim or defense pursuant to these Terms and Conditions or otherwise will not be a waiver of such claim or defense. The headings used in these Terms and Conditions are for convenience only, and will have no effect on the interpretation or legal enforceability of the terms herein.

24) Honorarium

From time to time for specific research studies or activities facilitated through the Humana Healthcare Consumer Council, members may receive an honorarium (e.g., gift cards, cash card, etc.) for their time and opinion in completing the research task or request. The honorarium would be fair market value to compensate Council Members for their time completing the research task or request. For some research studies, Council Members may also have the opportunity to enter into a sweepstakes drawing for completing a research task or request. The eligibility, contest rules, prize amounts and other information specific to that contest would be communicated in advance as part of the research request and prior to Council Member completing the research task.