

Terms & Conditions

The following Terms and Conditions govern your use of the Blue Cross Blue Shield of Arizona (BCBSAZ) on-line services (the Service), whether you accessed the Service through www.azblue.com or a broker's website. Separate terms and conditions may apply to the broker's website. Please read the Terms and Conditions carefully so you fully understand your rights and responsibilities.

Information Collected

We may collect information from you such as name, gender, address, phone number, fax number, e-mail address, member number, group number, provider number, broker number, date of birth, Social Security Number, health plan and primary care physician and/or any other information we need to verify who you are or to determine what information may be made available to you.

BlueNet uses non-persistent cookies. Non-persistent cookies serve technical purposes like providing seamless navigation through the BlueNet Web site. These are not written to your hard drive by your BlueNet session, although they may be written to "virtual memory" or "swap space" on your hard drive depending on the configuration and the operating system of your computer. BlueNet non-persistent cookies are intended to be stored temporarily in your computer's memory and are used by BlueNet during active browser sessions.

Access to Information

You will not allow any other person or user to have access to the information contained in the Service unless the person's access is consistent with applicable state and federal laws. You will not allow any other person or user to have access to the Service without BCBSAZ's consent. All passwords used to access the Service must be kept confidential. If you believe that a password has become known to someone else, contact E-Commerce Services at (602) 864-4844 or (800) 650-5656 to report the issue and obtain a new password.

Health and Wellness Information

You may access certain health care and wellness information through the Service. This information is provided strictly for your general knowledge and should not be relied upon as medical advice. Please consult your physician for specific answers to questions concerning medical advice or treatment options appropriate for your specific needs.

E-Mail

Please be aware that e-mail may be viewed by other Internet users while in transit to us. Please do not use e-mail to communicate with us regarding confidential matters. Communications to us via the Message Center available on the Service will be secured with 128-bit encryption and the information communicated will not leave our private network.

Security

This site has security measures in place to protect against the loss, misuse and alteration of the information transmitted on the Service. Although BCBSAZ has security measures in place, we cannot guarantee that unauthorized users will not gain unauthorized access to your information or otherwise misuse the system. You assume all risks associated with using this Service and release BCBSAZ from any claim, liability and/or damages, as a result of your use of the Service.

Links

As you navigate the Service you may be able to link to other Web sites. These links are provided for your convenience. BCBSAZ does not endorse any product or service which may be available through any Web site accessed by such links and disclaims any and all liability for any loss or injury caused by such product or service. Such Web sites are not under BCBSAZ's control and BCBSAZ is not responsible for the contents, security or privacy practices of any

linked site.

Copyright

You may print a single copy of the information contained on the Service so long as you use it for personal, non-commercial use only, do not modify it and retain all copyright and other proprietary notices contained in it. Otherwise, you may not copy or distribute the information available on the Service without BCBSAZ's prior written consent.

Modifications

BCBSAZ may change these Terms and Conditions from time to time by posting a modified copy of these Terms and Conditions at the Service or by otherwise notifying you through mail or email. These changes will be effective and binding as of posting of the modified copy, unless a different effective date is specified.

Cancellation

BCBSAZ may terminate the Service or cancel your membership in the Service at any time. In such cases, BCBSAZ will notify you within a reasonable period by posting a message at the Service through the email address you provided to us or contacting you through the telephone number, or mailing address you provided to us. You may terminate your membership in the Service by using our online profile maintenance process or by contacting E-Commerce Services at (602) 864-4844 or (800) 650-5656.

Indemnification

You agree to indemnify, defend and hold harmless BCBSAZ, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your use of the Service, the use of the Service by another person accessing your account, or your violation of these Terms and Conditions.

Disclaimers of Warranty and Liability

BCBSAZ EXPRESSLY DISCLAIMS ANY WARRANTIES CONCERNING THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICE. BCBSAZ SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF THE SERVICE OR THE MATERIALS FOUND ON THE SERVICE. BCBSAZ DISCLAIMS RESPONSIBILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIALS THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION, HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE PROPERTIES. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Terms and Conditions is determined to be invalid, all other provisions will remain in full force and effect. These Terms and Conditions shall be interpreted and enforced according to the laws of the State of Arizona.